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The Solicitors' Journal.

LONDON, DECEMBER 2, 1865.

A GENTLEMAN signing himself "A Barrister" has written a letter to the *Pall Mall Gazette*, in which he takes occasion, from Dr. Hunter's case, to make some remarks on the law applicable to criminal trials, which we think deserving of notice. It is another phase of that defect in the very theory of our criminal procedure, which treats the trial as a *suit* between Crown and subject, not an *inquest* for the information of the public, elsewhere remarked upon in these columns.

The barrister says:—

At the trial the other day one of the points made in favour of Dr. Hunter was that the woman to whom Mrs. Merrick first complained was not called as a witness, and had not been mentioned by Mrs. Merrick when she first gave her evidence at the police-court. This was certainly strange and unsatisfactory, but ought the matter to have been left there? Surely the public were interested in knowing all that was to be known upon the subject, and there ought to have been some one whose duty it should have been either to call Mrs. Sharland, or at least to give a satisfactory account of her absence. Whether it would have been worth while in the present case or not I do not profess to able to judge; but I have known cases in which the question at issue might have been determined conclusively at once if the judge had had the right of saying, "I think such and such witnesses ought to be called in order to manifest the truth; and if necessary I will adjourn the case till they are called, or their absence accounted for." This is continually done in France, and though I do not greatly admire certain parts of the French criminal procedure, I think we might with advantage take many hints from them.

If I remember rightly, several witnesses were called on the part of Dr. Hunter when he was before the magistrate. It is probable enough that when his counsel came to look closely into their evidence, they found that it was irrelevant, and, at all events, the result has proved that, from their point of view, they were perfectly right in the course which they took of relying on the weakness of the case for the Crown, instead of trying to meet it. It does not, however, follow that the public at large has as good a right to be satisfied as their client. The witnesses whom they did not call, and who were called at the police-court, might very possibly have thrown more light on the affair if they had been heard.

I could give many other instances of the way in which, for one reason or another, both the prosecutor and the prisoner occasionally find it convenient to keep back material evidence, and in which failures of justice have been the consequence. This will continue to be the case so long as a criminal trial is treated as a litigation under the control of the parties, and not as an investigation into the truth for the sake of the public.

The *other* evils of this system—such as the power it gives the prosecutor of compromising the proceedings—are defects of practice rather than of principle, and may be, and occasionally have been, prevented by the firmness and vigilance of the judges; (our readers could readily recall a prominent instance of this; *) but *this* defect lies at the very foundation of our criminal law, and cannot be reached by anything short of a total reconstruction of our criminal procedure.

Whether the evil be grave enough to justify the employment of so serious a remedy is a matter scarcely within our present province.

* 9 Sol. Jour. 230.

WE HAVE OBSERVED, in more than one of the daily papers this week, a paragraph headed "The Evidence against Gordon," and containing a copy of that person's address to the inhabitants of the Island. We do not for a moment suppose that the merits of his execution can be tested by any such evidence as this address affords; but as a document produced against him by his accusers, it is a matter of some interest. The following is the paragraph in question:—

THE EVIDENCE AGAINST GORDON.

The Jamaica papers publish the following proclamation issued by Gordon, and headed "State of the Island," which formed part of the evidence on which he was hanged:—

"A requisition, numerously signed, for a public meeting to consider 'the state of the condition of the people,' having been presented to the Custos, his honour has appointed Saturday, the 29th instant, for a public meeting at the Court House, Morant Bay. We trust there will be a good meeting, and that the people will not, on that day, allow themselves to be interfered with by any of those who have written to their disparagement, and made statements without proper foundation, which has so misled her Majesty's government as to cause the very indiscreet dispatch which the Right Hon. Mr. Cardwell, Secretary of State, was induced to send to Mr. Eyre, in reply to the St. Ann's memorial. This document ought to be well handled in a loyal spirit. We know that our beloved Queen is too noble-hearted to say anything unkind even to her most humble subjects, and we believe that Mr. Cardwell and her Majesty's other ministers are gentlemen too honourable and honest in their intentions wilfully to wound the feelings of her Majesty's colonial subjects; but we fear they have been deceived and misled, and we advise them to be prudent yet firm in their remonstrances, and we have no doubt that truth will ultimately prevail. People of St. Ann's, poor people of St Ann's, starving people of St. Ann's, naked people of St. Ann's, you who have no sugar estates to work on nor can find other employment, we call on you to come forth. Even if you be naked, come forth, and protest against the unjust representations made against you by Mr. Governor Eyre and his band of Custodes. You don't require Custodes to tell your woes; but you want men free of government influence—you want honest men—you want men with a sense of right and wrong, and who can appreciate you. Call on your ministers to reveal your true condition, and then call on Heaven to witness and have mercy. People of St. Thomas-in-the-East, you have been ground down too long already. Shake off your sloth. Let not a crafty, jesuitical rector deceive you; speak like honourable and free men on Saturday, the 29th. Prepare for your meeting. Remember the destitution amidst your families and your forlorn condition; the Government have taxed you to defend your own rights against the enormities of an unscrupulous and oppressive foreigner, Mr. Custos Ketelhodt. You feel this, and no wonder you do. You have been dared in the provoking act, and it is sufficient to extinguish your long patience. This is not the time when such deeds should be perpetrated; but as they have been, it is your duty to speak out, and to act too. We advise you to be up and doing on the 29th, and maintain your cause, and be united in your efforts; the causes of your distress are many, and now is the time to review them. The Custos, we learn, read at the last vestry the despatch from Mr. Cardwell, which he seemed to think should quiet you; but how can men with a sense of wrong in their bosoms be content to be quiet with such a reproachful despatch as this? Remember that he only is free whom the truth makes free—you are no longer slaves, but free men; then, as free men, act your part on the 29th. If the conduct of the Custos in writing the despatch to silence you be not an act of imprudence, it certainly is an attempt to stifle the free expression of your opinions. Will you suffer this? Are you so short-sighted that you cannot discern the occult designs of Mr. Custos Ketelhodt? Do you see how in every vestry he puts off the cause of the poor until the board breaks up, and nothing is done for them? Do you remember how he has kept the small-pox money, and otherwise misdistributed it, so that many of the people died in want and misery while he withheld relief? How that he

gave the money to his own friends, and kept himself, instead of distributing it to the doctors and ministers of religion for the poor? Do you perceive how he shields Messrs. Herschel and Cook in all their improper acts? You do know how deaf he is on some occasions, and how quick of hearing on others? Do you remember his attempt at tyrannical proceedings at the elections last year and this? Inhabitants of St. Thomas-in-the-East, you have been afflicted by an enemy of your peace, a Custos whose views are foreign to yours. Do your duty on the 29th day of July, 1865; try to help yourselves, and Heaven will help you.—G. W. GORDON."

We fancy, however, that the newspapers in question must have misread the Jamaica papers in one particular. The above address must have been produced as part of the prisoner's defence; as exculpatory, not inculpatory, evidence; and the judges must have believed that it was issued merely as a blind to conceal his treasonable designs. The document itself, on the face of it, appears to us so unexceptional, that even in France it might well hope to escape an *avertissement*.

Every fresh piece of intelligence from Jamaica seems to us to render a careful and unsparing investigation of the conduct of the authorities there more and more necessary for the character of this country; but, in the meantime, we *will* not believe, though the *Times* should say so a dozen times, that even a court martial ever determined that the issue of such a manifesto as the address in question afforded any evidence or presumption of crime.*

THE SECTION of the Metropolitan Fire Brigade Act, which provides that damage caused by the destruction of houses, pulled down for the purpose of stopping a conflagration, shall be considered as damage caused by fire, establishes a principle which might very properly be extended beyond the limits of the metropolis. Disputes often arise under policies of insurance on the subject of consequential damage which could never be raised were such a principle established as law. Only last year, on the occasion of the Erith explosion, and previously in the case of the *Lotty Sleigh*, the insurance companies successfully contended that the damage caused was not damage by fire within the meaning and intention of their policies; and on the 18th instant a cause was heard in the Court of Common Pleas, in which it was unsuccessfully set up that damage connected with a fire, though about as remotely as that caused by the concussion of an explosion, had been caused by fire. *Marsden* v. *The City and County Insurance Company* was an action brought on a policy of insurance in the defendants' company on the plate-glass windows in a draper's shop. The policy excepted from the insurance "damage which originated from fire, or from removal." A fire occurred in the next adjoining premises late at night, and the plaintiff opened his doors and took down his shutters to remove his goods. A mob collected outside, rushed in to assist, and in the confusion the plate-glass in the shop window was broken. The defendants contended that this damage came within the exception of the policy, as damage caused by fire or by removal. At the last assizes at Monmouth the case was tried before Mr. Justice Byles, when the jury found a verdict for the plaintiff for £27. A rule had been obtained to enter a nonsuit on leave reserved, and now came on to be argued.

The judges were unanimous in their opinion that the plaintiff was entitled to keep his verdict. "The proximate cause of the damage was the violence of the people at the fire. The rule was that the proximate cause must be considered as the cause of loss. The fire did not the least damage to the glass, but caused a crowd. The 'removal' contemplated by the policy seemed to be the removal of the glass itself."

Had the insurance been against fire, the company would of course have maintained the view taken by the Court in opposition to their present contention, but the decision is remarkably in accordance with that given in the Erith explosion cases, though arrived at from an opposite direction. In those cases the proximate cause of the damage was the concussion of the air. Neither the fire nor the explosion were near enough to cause damage by impact, and it was decided that the damage was not caused by fire within the meaning of the policies.

The present case seems to have been rather a paltry attempt to get rid of a plain and distinct liability, and the principle we contend for would by no means have governed it; but there are many instances in which an established rule, that any destruction of property caused, however remotely by fire, is damage by fire, would settle all disputes, whether justly or not is of small consequence, as once the extent of liability was known, contract would do the rest by adjusting the premiums to the increased liability.

JOSEPH BEAUMONT, Esq., Chief Justice of British Guiana, has, we learn, lately arrived in England to enter his protest against his illegal suspension by Governor Hincks "from the exercise of the said office within the said colony." During his brief judicial career Mr. Beaumont has gained for himself a high repute for unflinching adherance to just principle, and "without respect of persons." This independent course of action has greatly exasperated Governor Hincks and his partisans, and accordingly the Governor suspended the Chief Justice from his office and emoluments on his own responsibility; and without delay he appointed, in the room of the ex-Chief Justice, a gentleman who had been Mr. Beaumont's antagonist, and whose main object has been for many years to set aside the spirit and the letter of British law, and to defy the authorities at home. Since his visit to England, Chief Justice Beaumont has laid the whole case before her Majesty's Ministers, and we rejoice to learn that the Secretary of State for the Colonies has set aside the suspension order of Governor Hincks, accompanying it with a severe censure on his Excellency for his hasty and unwise procedure, and has replaced the Chief Justice in his judicial functions within the colony. Mr. Beaumont has thus secured what he came to England to ask at the hands of her Majesty's Government—"not only acquittal, but protection and honourable recognition."

THE LATE ATTACK upon the Lord Chief Justice of Ireland, so unjustifiably made in the *Times*, has called forth a letter from "An Irish Barrister" to the *Standard*, which we readily re-print in great part, though not intending thereby to express any opinion upon the merits or demerits of the other gentlemen therein alluded to. The general bearing of the letter entitles it to a place in our columns, though we are not disposed to accept a partisan's opinion of political opponents as the utterances of an oracle.

The letter is (with some slight omissions) as follows:—

Sir,—I perceive that the *Times*, not content with its own vituperation of our venerable Chief Justice, has published in

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* Since the above lines were printed, the following letter, written by a gentleman well qualified to express the opinions of lawyers on this subject, has appeared in the *Star*:—

"Sir,—It is not enough for us to cry shame from this side of the Atlantic over Jamaica massacres.

"The population of that island should not be 'eft one hour longer than can absolutely be helped at the mercy of its present Governor and House of Assembly.

"The voice of the people of England should imperatively demand four things, viz.—1st, the immediate recall of Governor Eyre; 2nd, the immediate sending out of a royal commission of inquiry, headed by some firm and able man, and to be clothed, as soon as Parliament meets, with the power to examine on oath, commit witnesses, and larger powers if necessary; 3rd, the bringing Governor Eyre, Colonel Hobbs, Captain Ford, and others to trial for their lives before an impartial tribunal; 4th, the refusal of the Crown's assent to all Acts of the Jamaica Legislature, except one for the surrender of all its powers into the hands of Parliament.

"I write as a lawyer ashamed and indignant at the profanation of English law by the whites of Jamaica; as a soldier's son who will not believe that soldiers need be butchers.

"Of one thing let the friends of Governor Eyre and his military accomplices rest assured, that their own words have reversed against them the ordinary presumption of law, and that they will have to be acquitted of murder by a trustworthy verdict before we can believe them to be innocent of it.—Your obedient servant,

"Lincoln's Inn, Nov. 30. "J. M. LUDLOW."

[We are not, however, inclined to act *before inquiry* in the sweeping manner suggested by Mr. Ludlow, though we cannot but feel that every fresh piece of intelligence seems to make the case worse against the Governor and his friends.—ED. *S. J.*]

its "Irish Correspondence" two articles conceived in a similar vein from the *Ulster Observer* and the *Cork Examiner*. It is not the first occasion upon which the *Times* has followed up and affected to justify its malignant personal attacks upon a public man by laboriously ransacking the obscurest specimens of the provincial press for sympathetic expressions of opinion, and parading them, when found, at full length.

The *Times* is welcome to such allies, if their sympathy and support can counterbalance the indignation and contempt which its ungenerous and untrue attack upon Chief Justice Lefroy has excited here amongst respectable men of all parties.

We are at no loss here to understand the motive and the cause of this indecent clamour for a vacancy. The horse-leech has so many daughters! Nearly one-fifth of the Irish members returned to the new parliament are barristers, the vast majority of which are "disinterested" supporters of the present Government—a startling but inevitable result of that system which the Whigs, during their long tenure of office, have uniformly pursued, to make political service rather than professional eminence the condition of promotion at the bar.* It is not to be wondered at that the dispensers of the loaves and fishes are obliged to resort to strange shifts to satisfy such a multitude; and the difficulty of doing so, without exciting too much public scandal, is not diminished by the fact that, although the number of aspirants has increased so much, their individual merit has by no means kept pace with that increase.

And now, sir, allow me to point out what is probably the true cause of Chief Justice Lefroy's unwillingness to resign, and what certainly explains the public desire that he should retain his office as long as possible.

The Chief Justiceship of the Queen's Bench, you may not be aware, is our one "show" place at the bar. It has been held without any interruption by a long succession of men who combined in a singular degree the greatest professional ability with the most attractive personal qualities and the highest social estimation; nor was it ever suggested that the name of Thomas Lefroy was unworthy to follow those of Downes, Bushe, Pennefather, or Blackburne. But, alas, in the new Whig levy we look in vain for one man whose appointment as Thomas Lefroy's successor would not seem an intolerable bathos—we should certainly not find such a one in the Attorney-General—a mediocre equity practitioner, and a gentleman who has so little sense of the dignity of his official position that he was not ashamed to appear as an itinerant spouter on more than one hustings at the last general election.

It is true there is one member of the Irish bar of Liberal principles who seems to possess all the personal requirements for the Chief Justiceship; but, in addition to the fatal defect of his having no seat in the House, it is well known, or at least it is universally believed, that this distinguished person has been specially reserved by Providence to be a living illustration of the fidelity of Peelite friendships and of the grateful remembrance which the adherents of Mr. Gladstone may expect whenever it may please that erratic gentleman to form "new alliances." AN IRISH BARRISTER.

SIR JAMES W. COLVILLE has been appointed a member of the Judicial Committee of the Privy Council, in the room of Sir Edward Ryan, resigned.

THE ENGLISH CHURCH IN THE COLONIES.

Of the many comments which have appeared on the controversy between the Bishop of Capetown and the Bishop of Natal, we have seen none so manly, so straightforward, or so pregnant with important consequences, as the "Petition of the Bishops of the Anglican Church in New Zealand," which we print to-day.† Its authors appear to possess, in a measure rarely vouchsafed to the clergy of the present generation, the faculty of seeing things as they are. The successive judgments of the Judicial Committee of the Privy Council, first in the case of *Long* v. *The Bishop of Capetown*, and secondly, in the "Petition of the Bishop of Natal," have been accepted by them—not as opinions to be cavilled at or found fault with, but as plain statements of fact to be accepted frankly and loyally, together with the whole train of conclusions which can legitimately be deduced from them. There is no attempt to fence with unpleasant truths, no trace of any desire to pick out the parts which suit their own purpose, and to reject whatever may be inconvenient. On the contrary, they accept the decisions of the Judicial Committee as constituting in effect, a formal dis-establishment of the Colonial Church, and they evince a business-like determination to reap the advantages as well as the disadvantages of the consequent change of *status*. Their petition sets forth, in the first instance, the consecration of the signataries as bishops; their acceptance of letters patent from the Crown; and the subsequent decision of the Privy Council, that in a colony such as New Zealand, which is possessed of an independent Legislature, those letters patent can neither constitute a bishopric nor confer ecclesiastical jurisdiction. With the position of affairs resulting from this combination of events the bishops do not attempt to quarrel. They do but "humbly crave permission to surrender their letters patent, and to be allowed to rely in future upon the powers inherent in their office for perpetuating the succession of their order within the colony of New Zealand, and securing the due exercise of their episcopal functions, in conformity with the Church constitution," which the petition proceeds to describe. First of all, then, the bishops, clergy, and laity of the Anglican Church in New Zealand have agreed upon a constitution for associating themselves together by voluntary compact. In accordance with this constitution church affairs will be duly ordered, church property managed, internal discipline promoted, and "sound doctrine and true religion maintained." Further, this constitution has been recognised by an Act of the New Zealand Legislature, under which numerous properties have been vested in trustees appointed by the General Synod, and regulations framed and a tribunal established for the proper administration thereof. Besides this, the General Synod has, "at a meeting held at Christchurch, in May, 1865," framed rules for enforcing discipline, and also, in precise accordance with the judgment in *Long* v. *The Bishop of Capetown*, established a "tribunal to determine whether the rules so framed and assented to have been violated or not, and what shall be the consequences of such violation." After thus setting out their constitution, the bishops go on to claim for themselves and their flocks a position as independent as that which has been conceded by the courts of law in the case of Dr. Warren to the Wesleyan Methodists. They quote the decision of the Privy Council that the Church of England in the colonies "is in the same situation with any other religious body—*in no better, but in no worse position*—and the members may adopt rules for enforcing discipline within their body which will be binding on those who, expressly or by implication, have assented to them." And then they point out that the rules adopted by the Synod provide, first, for a tribunal established by the voluntary compact of the clergy and laity of New Zealand; secondly, for an appeal to the Supreme Court of the colony, on the petition of either party, to "inquire into the regularity of the proceedings and the authority of the tribunal;" and, thirdly, for a further appeal from the Supreme Court of the colony to the Judicial Committee of the Privy Council "upon the same grounds;" and, therefore, "that the Anglican Church in New Zealand is effectually guarded against the danger apprehended by the Lords of the Judicial Committee, 'that cases might occur in which there would be a denial of justice and no remedy for great public inconvenience and mischief,' without having recourse to a direct appeal to the Crown in the case of any controversy, such as that which is presented by the petition of the Bishop of Natal." Lastly, the petitioners "humbly express their conviction" that inasmuch as all the New Zealand bishoprics were "founded by

* This seems to us to have been a vice of both parties in Ireland.—ED. *S. J.*

† *Post*, p. 102.

private efforts, and endowed by private recources," the right of appointment to them is not part of the prerogative of the Crown, and ought not, therefore, to rest with the adviser of the Queen; and they conclude by praying for an acceptance of the surrender of their letters patent "now declared null and void," and for a recognition of the inherent right of the New Zealand Bishops "to fill up vacancies in their own order by the consecration of persons elected in conformity with the regulations of the General Synod, without letters patent, and without Royal mandate."

We are unwilling to suppose that so reasonable a prayer can meet with opposition from any quarter whatsoever, or that the State can for a moment wish to hold in bondage any body of religionists who, disclaiming all arrogation of any temporal privilege or superiority, simply ask to be let alone and allowed to do their own work in their own way. But we fear that it is useless to assume that no such opposition will be offered. On the contrary, it is pretty safe to predict that in two warring sections of the Church of England the petition of the New Zealand Bishops will excite an extreme and jealous dislike. There are some persons who will argue that the petitioners are High Churchmen, and therefore that the interests of the Evangelical party in New Zealand require that no additional authority should be conceded to their theological opponents. There are others who will contend that the petitioners are adverse to the development of free thought, and therefore that the independence of the individual clergy will be impaired by vesting any enlarged powers in the hands of the episcopal body. To both classes of objectors one and the same answer may be given. It is no part of the duty of the State to maintain purity of doctrine, or to promote freedom of thought. The State, as such, has no means of determining whether the Evangelical or the High Church party are the most orthodox; it has no power to decide whether the rules of this or that voluntary corporation tend or do not tend to secure liberty of opinion. All that it has to do, in its relation to ecclesiastical bodies, is to take care that there be perfect freedom of association, and that in each separate organization the rules which each member accepts by the act of joining it shall protect him. If these rules are bad—if they tend to the promotion of erroneous beliefs, or fetter the spread of enlightened opinion—that is the concern, not of the State, but of the particular community which agreed to them in the first instance, and now consents to be bound by them. The State will secure a man just what he has bargained for; if he wants more than that, he must make a fresh compact with his co-religionists, or seek refuge in some more congenial association.—*Daily News*, Nov. 24, 1865.

SUPPRESSION OF FACTS.

The *Times* has taken a course this week which, to the best of our belief, is unprecedented. The detailed accounts from Jamaica, which in common with most of our contemporaries we gave at considerable length yesterday and the day before, have been completely suppressed by the *Times*. On Wednesday our contemporary published Governor Eyre's speech in full, and a quarter of a column of general statements from the colonial press. Yesterday our contemporary published further West Indian intelligence, but not a line about Jamaica. Having thus completely ignored the only important news brought by the mail, the *Times* said, yesterday, —"Our own course has simply been to take the best information which was to be obtained, to compare it with what was known of the state and past history of the island, and to judge accordingly. The result is that there is not a single statement we made which has not been confirmed on the highest authority." The extraordinary conduct of our contemporary is attracting notice, as was inevitable. The *Patriot* of last evening observes:—

In order to judge of the sufficiency of the governor's justification we must consider, first, what he has done, and next, what is the proof of his own statement. We look then again to the columns of the *Times*, and what do we find? On the first point it suppresses the evidence, and on the second it requires its readers to take Governor Eyre's own word without further to-do. The telegrams which came in on Tuesday evening, the papers which arrived yesterday, tell of many hundreds—some accounts say two thousand—negroes shot and hanged; they report the burning of negro villages by the Maroons; they describe the flogging of women and children and of men presently to be shot; they speak of roads fringed so thickly with the bodies of the rebels that fever was dreaded from the rotting of their corpses. Of all this not a word finds its way into the columns of the *Times!*

At the beginning of the week our contemporary was very anxious that we should all "wait for the facts" before judging of the conduct of those in power in Jamaica. How long would the public have to wait for the facts if it waited for the *Times*?—*Daily News*, Dec. 1, 1865.

COMMON LAW.

Mainprice v. *Westley* Q. B., 14 W. R. 9.

AUCTIONEER'S LIABILITY—PEREMPTORY SALE.

The case is of some importance, inasmuch as it modifies in some degree the decision of the Court of Exchequer Chamber in *Warlow* v. *Harrison*, 7 W. R. 133, S. C. in error, 29 L. J. Q. B. 14, and confines the liability of an auctioneer within narrower limits than those there indicated. The facts are shortly as follows:—"In March, 1864, the defendant, an auctioneer, caused handbills to be posted in Soham, Cambridgeshire, and the neighbourhood, announcing a dwelling and other premises for "peremptory sale," by direction of the mortgagee, on the 1st of April, 1865, at the Crown Inn, Soham. The power of sale was to be subject to such conditions as would then be declared, and at the bottom of the bill was a statement in large capitals: —"For further particulars apply to Mr. Hustwick, solicitor, or the auctioneer." The plaintiff attended the auction on the day mentioned, and at his request Mr. Hustwick, who was present, read out the conditions of sale. Amongst them was a condition that the "highest bidder should be the purchaser;" and no right of bidding was reserved to the vendor. The biddings rose gradually to £187, which was offered by the plaintiff. No higher sum being mentioned, the defendant, who was acting as auctioneer, inquired of Mr. Hustwick if there was any reserve price. He was informed by that gentleman that there was, and that the sum was £195. There being no advance on this sum, the defendant knocked the goods down to the vendor as unsold. Shortly afterwards the plaintiff claimed the property of the defendant, and on being refused possession of it, brought this action against him for refusing to sell the premises peremptorily as advertised. The Court held, however, that under the circumstances, the auctioneer was not liable.

We must now turn for a moment to *Warlow* v. *Harrison*. There the defendant, who kept a repository for the sale of horses by auction, advertised three specified horses, "the property of a gentleman," to be sold "without reserve," on the 24th June, 1858. In the printed conditions of sale there was a stipulation that the *highest bidder* should be the buyer. The plaintiff attended the sale and bid sixty guineas for one of the horses put up. Thereupon the owner bid sixty-one guineas, and the lot was knocked down to him. The plaintiff then went to the office of the defendant and claimed the horse as his property. The defendant, however, refused to deliver it, whereupon an action similar to that in the principal case was brought against him. It was contended on the part of the plaintiff that, according to the maxims both of the civil and of English law, he was absolutely entitled to the property, as the highest *bonâ fide* bidder. As soon as the plaintiff had bid for the horse, the defendant, it was urged, became his agent to complete the contract. "But," said Lord Campbell, C.J., "*till the hammer goes down*, the

auctioneer is exclusively the agent of the vendor." A bidding was, in point of fact, in the learned judge's view, a mere offer (*Payne* v. *Cave*, 3 T. R. 148), the vendor and bidder being free, and, *a fortiori* the auctioneer, until the hammer falls." Acting upon these principles, the Court of Queen's Bench decided that no action lay, at the same time throwing out a suggestion that there might be a remedy against the owner himself for violation of the publicly announced condition that the horse should be sold without reserve.

The case was afterwards carried to the Exchequer Chamber, and although the judgment of the Court below was affirmed as the pleadings stood, the Court expressed dissent from the view of the auctioneer's position intimated by Lord Campbell. "It seems to us," they observed, "that the highest *bonâ fide* bidder at an auction may sue the auctioneer as upon a contract that the sale shall be without reserve." We think that the auctioneer who puts property up for sale upon such a condition pledges himself that the sale shall be without reserve, or, in other words, contracts that it shall be so, and that this contract is made with the highest *bonâ fide* bidder, and in case of a breach of it that he has a right of action against the auctioneer.

The decision in the principal case certainly seems at first sight inconsistent with the opinion above expressed, but Blackburn, J., in the considered judgment of Court read by him, draws an important distinction between the two cases. In *Warlow* v. *Harrison*, the principal was undisclosed; in the principal case he was disclosed. The handbill showed that the defendant was acting for a mortgagee. It described the sale as "by direction of the mortgagee." The contract to sell peremptorily, therefore, if with anyone, was with Mr. Hustwick, the agent of the vendor, and not with the auctioneer. The principal was the same as that involved in *Evans* v. *Evans*, 3 A. & E. 132. There certain premises were let by auction by the plaintiffs as auctioneers, but at the foot of the written conditions of sale were these words, "approved by David Jones." The Court held the contract of letting to be not with the plaintiffs but with Jones. "On the document," said Patteson, J., "I can see no doubt. If the plaintiffs let for themselves, why is David Jones's name added." So here the contract to sell without reserve was with Hustwick, and not with the defendant. If with the defendant, why, it may be asked, in the words of Patteson, J., was Hustwick's name added?

It may be taken, therefore, as now settled that where an auctioneer, whose principal is disclosed, advertises property for peremptory sale, and afterwards the vendor chooses to put a reserve price on such property, and buys it in, the auctioneer is not liable in an action for refusing to sell. Nor does this decision conflict with the judgment in *Warlow* v. *Harrison*, in the Exchequer Chamber, inasmuch as in that case the fact of the concealment of the principal was really the *ratio decidendi*, and was expressed to be so at the commencement of the judgment. The judgment, moreover, was only that the pleadings should be amended, unless a *stet processus* were agreed on. Accordingly, it cannot even be considered as a binding decision on an auctioneer's liability where the principal is not disclosed. This point still remains for future discussion. Cockburn, C.J., and Shee, J., are of opinion that the circumstance of disclosure or concealment makes no difference whatever. The character of an auctioneer they consider as sufficient notice that he is dealing as an agent, and not as a principal; but Blackburn, J., has a doubt as to the correctness of the view there expressed. However this may be, the judgment in the principal case relieves auctioneers definitely from all liability consequent on not selling without reserve, according to advertisement, in cases where they deal for disclosed principals who, at the auction, place a reserve price on their property.

The Queen has conferred the honour of knighthood on Mr. Justice Lush, Mr. Lees, of the Colonial service, and Dr. Hilditch, Inspector-General of hospitals and fleets.

REVIEW.

Chitty's Statutes of Practical Utility. By W. N. Welsby and Edward Beavan, Barristers-at-Law. London: Sweet; Stevens & Sons. 1865.

(Second notice.)

We now proceed to notice more particularly some of the contents of these four remarkable volumes, and as our first example we will refer to the section on Bankruptcy and Insolvency. Beginning with 48 Geo. 3, c. 123 (an Act for the discharge of debtors in execution for small debts from imprisonment in certain cases), we have a complete code of bankruptcy law, including the consolidation statutes of 1849 and 1861. Wherever an enactment in an earlier statute is repealed by a later, the circumstance is carefully recorded, and notes of judicial decisions in various Acts are very full. Thus, upon section 125 of 12 & 13 Vict. c. 106, the "reputed ownership" clause, there is a note extending over eleven pages, each page being closely printed in double column. The famous section 192 of the Bankruptcy Act of 1861 has, however, a very brief commentary attached to it. Indeed, when the first volume of this work went to press, there could not have been any very great number of decisions on the validity of deeds of arrangement. Since that time their name has become legion, and every term adds to the already overgrown list, and unless the much required reform in the bankruptcy law takes place before a new addition is called for, these cases will alone entail great additional labour on Mr. Beavan and his colleagues.

The law of bankruptcy is the creature of actual legislation entirely, and furnishes, therefore, a favourable specimen of the contents of the "statutes." We turn for an second example to another branch of the law, which has also been formed almostly exclusively by Parliamentary enactment. We refer to the law of wills. At common law, as our readers are doubtless aware, persons had no power to devise any portion of their real property, and only one-third of their personalty. The liberty of testation, which is now justly regarded as one of the most precious possessions of Englishmen, was won by slow degrees in successive reigns. The work began with the 32 Hen. 8, c. 1, and the 34 & 35 Hen. 8, c. 5, which gave tenants by knight's service power by a written instrument to devise two third parts of their lands, and to ordinary "socage" tenants power to devise the whole. In the 12th year of Charles the Second socage was made the universal tenure, and from that time, therefore, real as well as personal property has been freely devisable. But it was not until the famous Wills Act of 1837 that they were devisable in a similar manner. That memorable statute wrought almost a revolution in the English law of devises. It prescribed the same mode of execution, whether the property dealt with was real or personal, and declared that every will should speak from the death of the testator. The language of section 9, which enacts that no will shall be valid unless it shall be in writing, and "signed at the foot or end thereof by the testator or by some other person, in his presence and by his direction; and such signature shall be made and acknowledged by the testator in the presence of two or more witnesses present at the same time, and such witnesses shall attest the will in the presence of the testator," seems to an unprofessional eye accurate enough. But "some very careless testators and very clever judges," says Mr. Joshua Williams, "have contrived to throw on this clause a discredit it does not deserve." Some of the decisions of the "very clever judges" may be seen in Mr. Beavan's note, and in order to explain and settle the intention of the Legislature, it was found necessary to pass the Wills Amendment Act, 1852. The circumstance that such an Act should be required is another illustration of the difficulties of the parliamentary draftsman.

The title "Poor" is one of the most elaborate in Mr. Beavan's work. It occupies nearly 300 pages, and indeed forms an elaborate treatise on the subject, in the shape of notes to the statutes from the 18th and 43rd of Elizabeth down to the 26th & 27th of Vict. The Union Assessment Committee Act, 1864 (27 & 28 Vict. c. 39), is included in the appendix to the present edition. Mr. Villiers' Union Chargeability Act, 1865 (28 & 29 Vict. c. 79) was passed too late to admit of its insertion.

We are glad to learn that Mr. Beavan's labours will be supplemented by a publication every year of the statutes of the session, with such explanations as may be necessary. Buyers of the new edition will be thus kept *au courant* with

the progress of legislation. It cannot be expected that a fresh digest of the statutes will appear for many years to come, and by the time it is demanded we may hope that the consolidation of English law will have made some advances. Meanwhile we heartily recommend the "code"—for it is little less—of Mr. Beavan and his colleagues to our readers. It has been prepared with the utmost care, and will be most useful to every professional man. The attorney and solicitor, the practising barrister, and the jurist, will all find in its pages an almost inexhaustible mine of valuable information.

COURTS.

COURT OF QUEEN'S BENCH.

Nov. 27.—*Brand* v. *The Hammersmith and City Railway Company.*—This was an action of vast importance both to the owners of property and railway companies passing through populous districts, relative to the recovery of compensation for damage done, or deterioration of value caused by the vibration arising from the running of trains on railways. The claim was for £272, balance of a sum of £1,141, the amount for which judgment was given on 13th August, 1864, by the Sheriff of Middlesex against the company, under the Lands Clauses Act, 1845. A person named Piper, the then husband of the plaintiff, was, at the time of his death, seized in fee of a building and garden situate at Shepherd's Bush, known as Cumberland House. It appears that the house is situated in the immediate neighbourhood where the railway crosses the Uxbridge-road on brick arches, and damages were claimed for the obstruction of light and air; for damage to the garden by dust, smoke, &c.; and for damage done to the house and premises by the working of the railway and running of the trains over it after it had been constructed, on the ground that it had occasioned and always would occasion vibration, noise, and smoke, and that the house and premises, by reason of their being subjected to such vibration, &c., from the passing trains, were and always would be affected and depreciated in value. It did not appear that any structural injury was caused to the house by the construction of the line. Before the sheriff objection was taken by the company to the right of the plaintiff to recover for injury caused to house and buildings by vibration, but they assessed the damages at £363 for the obstruction of light and air, £33 for injury done to the garden, and £272 for the injury by vibration.

Mr. *Hawkins*, Q.C., and Mr. *J. Dixon* were heard in favour of the plaintiff's right to recover; Mr. *Karslake*, Q.C., and Mr. *H. Lloyd* were heard for the company.

At the conclusion of the learned counsel's argument,

The COURT, after alluding to the vast importance of the question, gave it as their opinion that the plaintiff could not recover damages for the vibration, and gave judgment for the defendants.

Judgment accordingly.

COURT OF CHANCERY OF LANCASTER.

(Before Vice-Chancellor W. M. JAMES).

Nov. 28.—*Houghton* v. *Cooke.*—The petition in this case arose out of an administration suit. The testator, Mr. Houghton, after bequeathing four specific legacies of £1,000 each, secured by insurance policies, to his four daughters for their lives, and in trust for their children, proceeded to direct his trustees and executors to carry on his business, to employ his son, the present plaintiff, in that business, and out of the first profits which were made to pay to the son a legacy of £1,000. The testator carried on the business of a calenderer, and by reason of the cotton famine no profits had been made for the last few years. The trustees, therefore, became anxious to discontinue carrying on the business, and accordingly a bill was filed by Mr. W. Houghton, the plaintiff, applying to have it declared that he was an absolute legatee to the amount of £1,000, and that that amount might be paid to him out of the general estate of the testator. The Vice-Chancellor, thinking that profits might still accrue, directed that the business should be carried on for a further period. In January, there being no profits, the Vice-Chancellor gave the parties leave to discontinue, if it would be for the benefit of the estate. The trustees, in pursuance of this leave, ceased to carry on the business, except as to the supply of engine power to tenants. The plaintiff now wished to carry on the business, unless he could receive his £1,000. The prayer of the petition was that it might be declared for the benefit of the estate of the testator and other persons that the petitioner should be allowed the sum of £1,000 out of the testator's general estate, in addition to his salary for the management of the business; that the business be finally discontinued; that the testator's real estate should be sold under the direction of the registrar, and that the plaintiff might be permitted to carry on a proposal for the purchase of the real estate, stock in trade, and household furniture, upon such terms as the registrar should certify to be fit and proper.

After hearing Mr. *Christie* in support of the petition,

His HONOUR said he thought the arrangement proposed would be for the benefit of all parties, and he directed that the prayer of the petition should be carried out.

McGowan v. *Irving.*—In this case Mr. *Derry* (with whom was Mr *Christie*) moved on behalf of Miss Martha Turner, to vary the registrar's report. The suit was instituted for the administration of the estate of Mr. E. R. Turner, who died on the 20th of February, 1864. The registrar had made his report, dissallowing Miss Turner's claim of £9,774, as being barred by the Statute of Limitations. He also found that the estate was free from incumbrance. Miss Turner now moved that it might be certified that there was due to her £7,038 which had been advanced by her, and £2,736 for interest thereon, together with interest on the principal sum from the testator's death to the date of the Registrar's report, and for a declaration that she had an equitable mortgage by the deposit of title deeds upon the real estate of the testator, in respect of the principal sum and interest. Miss Turner, in her affidavit, stated that the testator had, during his lifetime, deposited with her the title deeds relating to freehold and copyhold properties belonging to him. She had lent him the money at various times, and when she requested him to repay the money, his usual answer was that she had plenty of deeds to cover it, or words to that effect.

It was stated in opposition that the testator had said to Miss M'Gowan that he was independent of his sister, and did not owe her anything.

Mr. *Berry* and Mr. *Christie* contended that the deeds were deposited by way of security and as an equitable mortgage for the money she advanced. It seemed to him that it would be difficult to constitute a better equitable mortgage in any case where there was no memorandum.

Mr. *Little* and Mr. *Turner*, on behalf of the parties interested under the will, said the account consisted of about twenty items, commencing with transactions in 1853, and the only item which was supported by other evidence was one of £2,000. The whole case was that of the evidence of a person coming into court to prove a debt against a deceased person.

His HONOUR said the claimant had produced her banker's book, and unless there had been a fraud, that book was a strong corroboration.

Mr. *Little* said that, although cheques might contain her brother's name they would be payable to the bearer. If people would conduct their affairs in that way, and seek to establish claims of twelve or thirteen years' standing against a deceased person, it was impossible that executors could meet them.

His HONOUR said that would be a very strong argument if there were no deeds.

As to the deeds being in the claimant's possession, they contended that they were placed in the box at Carter Place House, not as security to Miss Turner, but because that house was the family residence, and in that box other securities belonging to other members of the family were kept.

His HONOUR said he was obliged in this case to come to a different conclusion from that at which the registrar had arrived. It was very satisfactory that he was not driven to rely solely upon the testimony of the claimant, because the amount of corroboration was, to his mind, singularly strong. She had produced her banker's book, and it could not be doubted that she had the money. If the testator repaid it, there would have been no difficulty in tracing the money back to her. Probably the testator was a sort of family despot, with whom the claimant did not care to quarrel. He seemed to have had pretty much his own way, and she was compelled to believe the truth of his assertion that she had plenty of security. He saw nothing to counteract the plain broad fact that she had the deeds in her possession as security for the money she had lent. He was of opinion that the registrar's report must be altered, that Miss Turner had an equitable mortgage upon the properties to which the title deeds produced by her related, for the amount of principal

claimed by her, and for six years' interest prior to the date of the claim.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner WINSLOW.)

Nov. 30.—*In re Alfred Waldren.*—This was a sitting for examination and discharge, the bankrupt being described as of Brentwood, Essex, attorney-at-law. The cause of the petitioner's inability to meet his engagements was stated to be want of capital, and the insufficiency of the profits of his profession to meet his necessary expenditure. The debts were returned at £77 only, with assets £2.

No creditor appeared to opposes and

The COURT granted the desired order.

SHERIFFS' COURT.

(Before Mr. Commissioner KERR.)

Nov. 29.—"*The beauty of the law.*"—In a case which came before the Court this morning, his Honour discovered that he had no jurisdiction, and told the plaintiff that the process had been granted in error. Under the old system it was true that this Court would have had jurisdiction, but since the new equity bill it had passed away.*

Plaintiff said he would very much rather that the Court had retained its privilege.

His HONOUR remarked that no doubt the business was better managed under the old system, and as the present process had been issued in error, the fees would be returned. If the matter had gone on and plaintiff had issue execution, the defendant would have had an action at law against plaintiff and not against this Court. That was the beauty of the law.

Plaintiff said he was not at all pleased with the alteration, and the process was withdrawn.

—— *Jeffrys* v. *Bigg.*—This was an action to recover sick money, plaintiff being an apprentice.

Defendant did not consider that an apprentice could claim sick money, and in addition stated that he did not believe plaintiff was really ill.

Plaintiff said he had a doctor's certificate.

His HONOUR ruled that a master was bound to keep an apprentice or pay his wages during illness; and if the apprentice were not really ill, he could be punished under his indentures.

Verdict for the plaintiff.

GENERAL CORRESPONDENCE.

THE COUNCIL OF LAW REPORTING.

Sir,—Residing in a country town, which boasts, among many other advantages, a bookseller, I am in the habit of adding to the volumes forming my legal and general library, by putting in motion Mr. S——, who communicates with publishers in London and elsewhere, thereby securing to himself the legitimate tradesman's profit, whilst I pay only the published price of the work, which I obtain through Mr. S.'s procuration.

Having, after lengthy deliberation—for be it known I have for years been a subscriber to the *Weekly Reporter*, and intend to continue one, so that my mind, somewhat sluggish in its action, did not very readily appreciate the *quid pro quo*—having, I say, sir, after lengthy deliberation, determined to take in the whole series which the Council of Law Reporting will speedily issue, I wrote a cheque for five guineas, and on my way to chambers one morning called upon my bookseller. Having informed Mr. S—— of the object with which the cheque was written, and solicited his good offices, as I had done frequently before, I was surprised to observe that there was an absence of that playful smile upon his countenance with which my behests were aforetime received. Mr. S—— informed me that the Joint-Stock Company of the Bar had made such regulations that the bookseller, so far as concerns the Council of Law Reporting, can no longer obtain those trade profits to which he has, from a time to which "the memory of man runneth not," been, by long custom, considered to be justly entitled. I found that if my bookseller transmitted my cheque to London he would have all the trouble and no profit, and I considered this to be so odious a result of attempted monopoly, that I put my cheque in my pocket, and resolved *not* to become

A SUBSCRIBER.

[We have heard several other complaints of the regulation which virtually excludes these reports from "the trade;" and we hope that for their own sakes, if nothing else, the publishers will take the proper steps to remedy the evil.—ED. *S.J.*]

THE NEW SCHEME OF LAW REPORTING.

Sir,—I have seen with some surprise a letter signed "E. T. Hurlstone," in your publication of last Saturday, in which my name is mentioned in a manner which is wholly unwarranted, and not in accordance with the fact.

It is *not* true (as the writer of the letter asserts) that "the long established series of authorised reports in the Court of Common Pleas" published by me has ceased, or that *that series* will, "with the approbation of the Court," be continued by the gentlemen named in that letter.

It *is* true that Mr. Smith, the Queen's Bench reporter, did attempt to induce the Court of Common Pleas to believe that I had, by acceding to the new scheme of law reporting, abandoned the position of "authorized" (as the writer of the letter is pleased to call it) reporter of the court, which I have filled for nearly forty years, and to recognize others in my stead. I did not condescend to offer any opposition to this unhandsome attempt, because I knew that it could not succeed. *It has failed.*

I still continue, "with the approbation of the Court"—expressed not in *words* only, but in *acts*,—the senior reporter of the Common Pleas; and, so long as I fill the office, I will afford Messrs. Harrison & Rutherford (as I have invariably done to every gentleman who had a right to ask it) access to the written judgments, which are handed to me alone; but nevertheless so as not to interfere with interests already vested.

As to the approval of the judges generally it does not become *me* to speak. Of the determination of the Court of Queens' Bench with respect to the new scheme I know nothing more than what I glean from Mr. Hurlstone's letter. Of the Common Pleas I may, knowing a little more, venture to say that the judges do *not* disapprove of the step which I have taken, though they have not thought fit collectively to express any opinion. Individually, I know that they view the scheme with favour. As regards the Exchequer, I will only say that I have before me the May number of the *Law Magazine*, at p. 104 of which appears an extract from a letter addressed by the Lord Chief Baron to the Attorney-General, officially acknowledging the receipt of the bar report, in which his Lordship writes—"The report which you have done me the honour to send has 'my approval,' and will have 'my support,' as far as I have any to give." "Reporting," adds his Lordship—I insert this with some reluctance—"has become a *nuisance*, and, like *sewage*, it has become very difficult to know what to do with it."

The true sentiments of the judges on the subject (that is, of reporting) will, I believe, be found in the following note, addressed by Chief Justice Erle to Sir Fitzroy Kelly on the 3rd instant:—"The judges collectively find it to be their duty not to interfere actively in respect of the proposed system for reporting, as conflicting interests are concerned. The same answer applies in degree to the judges of the Court of Common Pleas collectively, subject to the observation that *we approve of the appointment of Messrs. Scott & Bompas, and hope that their reports will succeed.*" His Lordship did me the honour to express himself in similar kind terms in a note addressed to myself shortly before the term.

The respected judge of the Probate and Divorce Courts has also signified to Sir Fitzroy his full recognition of the scheme, with his hearty wishes for its success.

Let the importance of the subject be my excuse for troubling you at so great length. JOHN SCOTT.

Nov. 30.

Sir,—In the circular recently issued by the Council of Law Reporting it is said, Mr. Beavan, of the Rolls, Messrs. Best and Smith, in the Queen's Bench, and Messrs. Hurlstone and Coltman, in the Exchequer, have "declined to accept appointments under the Council, though strongly solicited so to do, and prefer to continue their reports as separate publications. The Council have, therefore, appointed other gentlemen reporters in their several courts.' This statement,

* We should be glad to learn what is the class of cases of which this Court has been deprived of cognizance by the Act in question. —ED. *S.J.*

together with the frequent mention of our names in connection with this subject, impose on us the duty alike to the profession and ourselves, to lay before it a full statement of our negociations with the Council of law reporting.

On the 3rd August, just one week before the commencement of the long vacation, the proposal was made to us by the Council to take office under them. However objectionable the scheme appeared to us, in many respects, still with the view of putting an end to the present unsatisfactory state of the reporting system, and preventing the unseemly spectacle of the introduction of a seventh set of reports, we thought it right to listen to their overtures for amalgamation.

The 11th rule of the scheme provides that "the editors and reporters shall be barristers, and shall be appointed and removable by the council; but the appointment of the reporters in each court shall be subject to the approval of the chief or presiding judge." We pointed the attention of the Council to what we supposed to be an oversight, namely, that according to the language of this rule, any reporter might be *removed* at the pleasure of the Council. To this the Council having replied that there was no oversight, for such was intended, we answered, as the fact was, that we were invited to throw up our valuable reports, and take office as reporters under them, liable to be dismissed at their pleasure, without controul from the Court or any other quarter, and without giving us any compensation whatever; that rule 11, in its present form, was meant to meet the case of *future* reporters was intelligible, but that it was very difficult to suppose it was ever intended to apply to persons like ourselves, who abandoned vested interests to join in the scheme. Moreover, that the council were a fluctuating body, so that, however high our confidence in the fairness and honour of its present members, they might, at any moment, especially if incorporated as the scheme suggests, be replaced by others of a wholly different description. The council, however, *peremptorily refused to make any alteration in the scheme in this respect*, and a subsequent offer made by us to refer the matter to the judges of the Queen's Bench, and accept the proposal in its existing form if they thought we ought to do so, having met with the same fate, we felt compelled, in common justice to ourselves, to reject the proposal of the Council as unreasonable.

The Council rested their refusal on the ground that they could not modify the scheme without calling a meeting of the Bar. Assuming this excuse to have been made *bonâ fide*, it affords no answer to our objection; but we cannot help observing that the Council have not always shown the same coyness. In the course of our correspondence with them, we expressed our dislike to the system of editors *with undefined powers*, as calculated to introduce a divided responsibility into reports, and supply means of unconstitutional interference with the decisions of the judges. The Council on this, without calling any meeting of the bar, offered to allow any difficulty that might arise about the duties of the editors "to be referred either to the Judge or the Council," on which concession (utterly migatory as we felt it would be if the Council had an uncontrolled power of dismissing the reporters at their pleasure) we abandoned that objection. Again, rule 21 provides that the invitations for subscribers "shall contain an announcement that it is considered essential for carrying out the scheme that the aggregate amount of subscriptions, inclusive of any advance from the Consolidated or Suitors' Fund, in respect of the first moiety of the salaries or otherwise, shall reach £10,000 at the least." By the confession of the Council their subscriptions have fallen considerably short of this sum, yet, without calling any meeting of the bar, they have proceeded to launch the scheme. They contend that rules 27 and 28 authorise this proceeding, but the point is at least debateable.

It has been pressed upon us by some that as other regular reporters have accepted the scheme, we ought to follow their example. How those gentlemen are situated with regard to the property in their reports we are ignorant, and with respect to many of them, we fearlessly assert that the mode in which they have conducted their reports of late years is not a light to guide, but a beacon to warn.

The circular in question announces that the reports issued by the council are to be called "The *Law* Reports." This expression is unfortunate, for of the three common law courts, two (the Queen's Bench and Exchequer) expressly refuse to recognize the council, or grant their reporters any official status whatever; and the third (the Common Pleas) has given its sanction to a new series of reports in continuation of the long-established reports in that court.

W. M. Best.
Nov. 30. G. J. Phillip Smith.

Husband's Liability to Wife's Debts.

Sir,—The judgment of the Court of Common Pleas in the case of *Harrison* v. *Grady*,* appears to me to be so much at variance with the judgment of the same Court in *Jolly* v. *Rees*, 12 W. R. 474, that I should deem it a favour if you or any of your readers would point out the distinction in the two cases which would warrant such (to my mind) conflicting decisions.

The facts, as stated below in each case, are in accordance with the reports mentioned above:—

Jolly v. *Rees.*

The plaintiffs were drapers, and brought an action for £21 8s. 4d. against the defendant, for goods supplied in 1862 to his wife, consisting of wearing apparel for herself and infant daughters; and which goods were found by the jury to be "necessaries."

The defendant and his wife *lived together*, and the goods were delivered at his residence. The wife had a separate estate of £65, and a further sum of £50 was allowed her by defendant, but it was not paid regularly.

It appeared that in 1851 the defendant told his wife she was not to pledge his credit, but there was no evidence to show that plaintiffs were aware of this.

Held, by Erle, C.J., Williams, and Willes, JJ. (Byles, J., *dis.*), that where a wife is living with her husband, she cannot make a contract binding on him without his authority, express or implied, to do so, and that though while living with him, and represented to be his wife, there is a presumption that she has his authority to bind him by her contract for necessaries; still, this presumption may be rebutted, and that it was so in this case, and he was not liable.

Rule absolute.

Harrison v. *Grady.**

The plaintiff was a medical man, and sued to recover £64 5s. for attendance and medicines for defendant's wife during 1862-3-4.

It appeared that the defendant and his wife had lived *separately* for several years, and for another period they had lived in the same house, *but in different apartments, and had no communication.* Nearly the whole of the plaintiff's bill was incurred during the latter period. The defendant's wife had *a separate estate of upwards of* £100 a-year, and the *defendant had on several* occasions *repudiated his liability* to pay her medical bills. The plaintiff had attended Mrs. Grady for a long period of time, and he *was aware of the circumstances under which she and her husband lived.*

The Court (Erle, C.J., Willes, Byles, and Keating, JJ.), thought that the plaintiff's knowledge of the terms upon which the defendant and his wife lived, *coupled with the statement* that *the plaintiff had notice in* 1856, and again *in* 1862, *that the defendant would not be liable for his bill for medical attendance*, was *not sufficient* to *rebut the presumption* of the *wife's authority*, which was consequent upon her living in the same house with her husband. *If the defendant were not liable to pay the plaintiff's bill, the result would be that nobody would be liable to do so.* The verdict for the plaintiff must therefore stand.

Rule discharged.

I cannot understand the meaning of the words in the latter part of the judgment in *Harrison* v. *Grady*, viz., "if the defendant were not liable to pay plaintiff's bill, the result would be *that nobody would be liable to do so.*" The same rule would have applied in *Jolly* v. *Rees*, but Messrs. Jolly have already had practical proof of the "result" in that case.

At the time when *Jolly* v. *Rees* was decided, the case was severely commented upon, and an appeal confidently expected, and much surprise has been since expressed that it was never carried to a higher court. I now take the opportunity of stating that, as agent for the plaintiff, I gave notice of appeal and lodged money in court in lieu of bail, but inasmuch as Mr. Justice Byles, on the trial of the cause, when applied to by defendant for leave to move the Court above, granted such leave on condition that the decision of

* 10 Sol. Jour. 51

that Court should be final, Mr. Justice Willes made an order to stay the appeal, notwithstanding the difference of opinion of the judges themselves in banco. How far judges at Nisi Prius should lay down conditions directly at variance with the provisions of the Common Law Procedure Act, is perhaps a matter entirely for their consideration, but in this particular instance the plaintiffs felt it as a great denial of justice to themselves, and the law on the particular subject has been in a very unsettled state ever since. G. F. C.

[It seems to us that Mr. Justice Byles's limitation of his leave to appeal must have been made at the instance, and in the interest, of the plaintiffs, who were therefore bound by it; had the case gone against the defendant, he might, perhaps, have complained of having lost his right of appeal, but how the plaintiffs, who must have procured the restriction, can do so, we cannot see.—ED. *S. J.*]

INSECURITY OF CROSSED CHEQUES.

Sir,—Your observation at foot of this letter in last week's Journal must be taken without reference to 16 & 17 Vict. c. 59, s. 19, which seems to exonerate the banker in respect to such drafts. How is this? W. B.

Sir,—With reference to your observations appended to Messrs. Leleux & Co.'s letter on the insecurity of crossed cheques, I beg to refer you to *Simmons* v. *Taylor*, 6 W. R. 134 (on appeal 6 W. R. 548), which decides that where the crossing on a cheque has been fraudulently erased, and the banker, without negligence, pays it over the counter, he is entitled to debit the amount to the drawer. Under the circumstances stated in Messrs. Leleux & Co.'s letter, I do not think the bankers could be held to have been guilty of negligence, and, therefore, I conceive the loss must fall upon the drawers of the cheque. Under the 24 & 25 Vict. c. 98, s. 25, however, a person fraudulently obliterating the crossing on a cheque is guilty of felony, and may be prosecuted accordingly. L. P. V.

[If our correspondents will turn to the 21 & 22 Vict. c. 79 (which was passed in consequence of the decision to which L. P. V. refers), they will find in section 4 the only case in which a banker paying a crossed cheque over the counter is free from liability. In the present case it appears that the crossing was visible "by holding the cheque up to the light," and therefore we think it did "plainly appear" to have been crossed within the meaning of the Act of Parliament; more especially if we consider that these words occur in an Act passed to remedy the result of a case in which this very circumstance was, somewhat strangely, held not to import negligence on the part of the banker.—ED. *S. J.*]

RAILWAYS AND THE LAW DECISIONS.

Sir,—With reference to the case of *Dearden* v. *Townsend*, reported in your paper lately,* I beg to point out that that case is one upon which I think few railway companies would have troubled a court of law. It is stated that this passenger, who appears to have been under some unexpected necessity of proceeding to a point beyond which originally he intended to leave the train, gave up his ticket at the point he had thought of stopping at, and tendered the fare for the additional distance. Now, the words of the Act 8 Vict. c. 20, s. 103, are—"If any person, having paid his fare for a certain distance, knowingly and wilfully proceed in any such carriage beyond such distance, without previously paying the additional fare for the additional distance, and with intent to avoid payment thereof, such person shall forfeit," &c. As I recollect the case, it was not even attempted to prove intent to avoid payment; and, therefore, there really was no case at all. I believe the case attempted to be made out was based upon a bye-law; but most people know that any bye-law repugnant to the law of the land is a bad byelaw, and if the Lancashire and Yorkshire Company have a bye-law to make an offence of over-travelling without intent to avoid payment of fare, they had better let it be a dead letter. SUB. SEC.

Nov. 24.

* 10 Sol. Jour. 50.

APPOINTMENT.

ROBERT ARUNDEL, Esq., Solicitor, to be Mayor of Pontefract.

IRELAND.

THE FENIAN TRIALS.

The commission was opened on Monday before Mr. Justice Keogh and Mr. Justice Fitzgerald in the Commission Court, Green-street. An attempt was made to delay the trial by a motion on the part of the prisoners, grounded on the fact that the grand jury had examined witnesses not sworn in open court, but the objection was overruled. After considerable discussion, and several demurrers to particular jurors, a jury was sworn to try Luby, the proprietor of the *Irish People*, and the Attorney-General opened the case.

The taking of the evidence occupied all Tuesday and Wednesday, and until half-past two o'clock on Thursday afternoon, when Mr. Butt summed up on behalf of the prisoner, contending that the Government was a party to the dissemination of the treasonable doctrines by their not stopping the *Irish People* during the time they assert it was the organ of treason, and that even that charge was not proved.

The Solicitor-General replied, relying on the sufficiency of the evidence.

The Court then adjourned till ten o'clock yesterday, when Mr. Justice Keogh was to sum up the evidence.

The counsel for the Crown are the Attorney-General, the Solicitor-General, Messrs. John E. Walsh, Q.C., C. Barry, Q.C., and James Murphy; for the prisoner, Messrs. Butt, Q.C., Dowse, Q.C., Sidney, Q.C., and Michael O'Loghlen.

The lists for the after sittings contain the cases brought by Luby against Sir Thomas Larcom, under-secretary to the Lord-Lieutenant, Mr. Stronge, the police magistrate, and the police officers engaged in the seizure of the plaintiff's newspaper.

COURT OF APPEAL IN CHANCERY.

Nov. 23.—*In re R. C. Clay, Ex parte Armstrong.*—This case came before the Court upon the appeal of Thomas Armstrong, from the order of the Master of the Rolls, directing the appellant to pay the amount of a certain bill of costs. It appeared that Mrs. Francisca Gabriella Knox, who was a widow, employed Mr. Clay as her solicitor in certain Chancery proceedings. She subsequently, in November, 1863, married Mr. Armstrong, when all her property was settled to her sole and separate use, and it was agreed that she should be liable for costs. The costs were delivered in March, 1864, and in April, 1864, a summons and plaint was issued against Armstrong and wife for the amount of the costs. The appellant then presented a petition under the Solicitors' Act praying that the costs might be referred for taxation, and undertaking to pay the amount when taxed. The Master of the Rolls referred the bill for taxation, but before any summons to tax was issued, Mrs. Armstrong died, and the appellant insisted that until the petition was revived, and her personal representatives were brought before the Court, no taxation of the costs could be had, as the suit had abated. The costs having been taxed, the Master of the Rolls ordered the appellant to pay the amount of them, and from that order the appeal was brought.

Mr. St. John Armstrong was in support of the appeal; Messrs. Exham, Q.C., and Carton, *contrà*.

The Court upheld the order of his Honour the Master of the Rolls.

COURT OF COMMON PLEAS.

(Before the full Court.)

Nov. 14.—*Driscoll* v. *Pluck.*—Mr. O'Dricoll applied, on behalf of the plaintiff, to set aside the defence. The action was brought to recover a sum of £39 10s. 1d., due by the defendant to her attorney for costs, and the defence was that the work was done for the defendant as administratrix of Denis Pluck, whose estate was being administered in the Court of Chancery, and, therefore, an action at law did not lie. Counsel contended that such a defence was clearly bad, inasmuch as the costs were incurred for matters not at all connected with the defendant as administratrix, but on her private retainer.

The Court granted the application, with costs.

Chute v. *Bleanerhasset.—Discovery in cases of breach of promise.*—This was an application on the part of the plaintiff, Miss Rowena Chute, that the defendant be directed to furnish copies of all the letters of the plaintiff in his possession; she undertaking, if so required, to furnish him with copies of all his letters in her possession. The object was to have the entire correspondence before the Court, so

that the relation existing and understood between the parties should be seen.

The application was resisted on the ground that the documents in question constituted the defendant's case.

Serjeant Armstrong, Messrs. Butt, Q.C., Whiteside, Q.C., Exham, Q.C., and Hickson, were retained for the plaintiff; Messrs. Clark, Q.C., and James Murphy, for the defendant.

The Court reserved judgment.

THE ESCAPED PRISONER.

It is said that at an early hour on Friday morning, a card of Mr. James Stephens was dropped into the letter-box of the Attorney-General in Dublin.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

AFFIDAVITS AND COMMISSIONERS.*

I am about to make a startling proposition, no less than to abolish a class of officers which has existed for two centuries, and to vest their functions in the practising members of our profession by virtue of their annual certificates. The officers I allude to are "The Commissioners to Administer Oaths."

I make this proposition in the interest of two classes—first, of the general public, and, secondly, of those members of the profession, the most numerous and chiefly the younger members, who are not at present qualified to take affidavits.

I anticipate that the subject may be regarded by some of those present as too insignificant for your consideration, and that it will be objected to by those who feel an instinctive dread of all change in established usages. But there may still be some willing to give it their attention, and whom I hope to convince of the reasonableness, justice, and desireableness of my proposition.

The Act of Charles II. (29 Car. 2, c. 5) enacts that "for the greater ease and benefit of all persons whatsoever, in the taking of affidavits, to be made use of and read in the courts" of Common Law, the Chief Justices "shall empower what and as many persons as they shall think fit and necessary," to take such affidavits in England and Wales. The ease and benefit of the general community seems to me to be the only ground and reason for the appointment of commissioners, and having regard to the great increase of litigation of late years, caused not only by the increase of population and of wealth and commerce, but by the erection of new tribunals of justice and the enlargement of the jurisdiction of those which formerly existed, and the daily and hourly occasions which arise for the taking of affidavits in Common Law, Chancery, Bankruptcy, Divorce, Probate, and Admiralty suits in all parts of the country, it is obviously expedient to give the public the greatest possible facilities for making them at the least cost of time and money. This has been tacitly recognized by the different enactments of the Legislature under which the appointment of commissioners has been extended to Scotland, Ireland, and other places out of the jurisdiction, and which in some cases authorize the admission in evidence of affidavits sworn before consuls, vice-consuls, magistrates, and other functionaries; the reason and motive of such authorization being the convenience of the suitor and the better administration of justice, and not the emolument of the parties so empowered to take and receive them.

Though by the Act of Charles II. the common law judges were empowered to grant commission to any person they thought fit, such appointment appears from an early period to have been limited to the attorneys of the courts practising beyond a certain distance from Westminster Hall.

It does not clearly appear when the power of administering oaths in chancery was first delegated to inferior officers, but by an order of Lord Clarendon this power, when granted, was restricted from exercise within a limit of ten miles from Lincoln's-inn Hall.

No doubt, at a time when the officers of all the courts received fees for the performance of their functions, the incomes of the masters in ordinary of the Court of Chancery were in part dependent on their receipts for taking affidavits in their own office or residences, or at the residences of the deponents, for attendance upon whom, under such circumstances, heavy extra fees were taken. It was therefore in their interest that country commissioners were restricted from acting in the metropolitan district, and it was not until the masters in ordinary were themselves swept into limbo that commissions were granted for the hitherto sacred ground.

The officers empowered to take oaths in Chancery in the Country were (as most of those now present will remember) originally designated by the imposing title of "Master Extraordinary of the High Court of Chancery," which, when emblazoned on the brass plate of a country solicitor (as was not unfrequently done) "amazed the honest rustics standing round," and had a great effect in impressing his neighbours with his high legal qualifications. It happened unfortunately, a few years ago, that a country solicitor, on being applied to to take an affidavit, assumed the dignity "though he had it not," and the vigilant eye of the opposing practitioner detected the imposition, whereupon a great scandal arose, and Lord St. Leonards, in his wrath, punished the body of masters extra for the guilt of the pretender to the title, and declared that for the future they should be simply "commissioners for administering oaths." *

On the appointment of a public functionary by Royal, judicial, or other commission, it has been customory to pay fees to the secretary or clerk who may deliver out to the party authorized the commission or document evidencing the appointment. Further, the occasion of the creation of any new office has been seized as an opportunity for increasing the revenue by the imposition of a stamp duty. These burdens (still existing though somewhat reduced) on the commissions in question have operated to diminish the number of applications for them. Formerly, when any solicitor might, on paying such fees and furnishing a certificate of respectability, obtain the appointment as a matter of course, the amount of the former (about fifteen guineas) was frequently more than young beginners could afford, and they deferred the application until they felt themselves established. But in addition to the causes previously existing for limiting the number of commissioners, the Chancellor and Judges, in whom the power of appointment rests, have made other regulations and restrictions which seem to me to be wholly unnecessary and against the spirit of the various acts passed for extending their number according to the increase of the public wants.

Notwithstanding the inconvenience formerly suffered in the obligation of suitors to make all affidavits within the London district in court, or at the judges chambers, or their residences, which called for the appointment of London commissioners, the judges have hedged round the appointment with such restrictions as virtually to create a monopoly of the office. In the country, too, the requisitions are more strict than formerly, and a Chancery Commission is only granted to practitioners of ten years standing.

In London the following regulation is in force, which I venture to say is most arbitrary and unnecessary :—

"6th May, 1854.

"In consequence of the great number of gentlemen already appointed London Commissioners to administer oaths in Chancery, the Lord Chancellor will not make any further appointments at present, unless in addition to the certificates now required, the applicant produces one signed by two householders,† stating the necessity for an additional appointment, and a statement of the number of commissioners within a quarter of a mile of the applicant, and that he himself carries on his business upwards of a mile from Lincoln's-inn Hall."

This regulation was made, I believe, by the present Lord Chancellor, during his previous tenure of office, and has been followed by his successors. At whose instance it was made, and what grounds for alarm were raised at the number of appointments, I cannot conceive. Could it be supposed that more affidavits would be made in consequence, and thus the taking of unnecessary oaths would follow the multiplying of commissioners to administer them. Now and then, notwithstanding this regulation, appointments appear in the *Gazette*,

* A paper read before the association at their last meeting by Mr. C. F. Tagart, Solicitor.

* It may be doubted, however, whether ambition to assume the title was the motive for the offence, or the fee which the *pseudo* commissioner received on that, and perhaps on many a previous but undiscovered occasion.

† Perhaps no householder in the district may have occasion to make an affidavit, and if he had he could do so at a time convenient to his neighbour the commissioner. Affidavits are chiefly made by parties wherever resident, whose evidence is reduced into writing at the offices of the attorneys and solicitors of the litigants, and who seek the nearest commissioner to authenticate the deposition.

of "London Commissioners," which give rise to the jealous suspicions of the excluded, that they are given in consequence of private pressure in the proper quarter. However this may be, the facts are, that while it frequently happens in Lincoln's-inn and Bedford-row, where by the *Law List* it appears, commissions are sown rather more thickly than in other less favoured districts, that a search for one at an exigent moment may be made in vain, yet there are gentlemen who net from £25 to £50 per annum from this useful but not very arduous or intellectual occupation.*

Now, I think, as I have before said, the limitation of the appointments at the caprice of the Lord Chancellor's Secretary or any other individual, is an injury to the public and an injustice to the general body of Attorneys and Solicitors, and particulary to the younger members.

In the first place I cannot see why young practitioners should be precluded from the office. They would (being least engaged by their own business) be most easily accessible, and the trifling fees taken would, it may be presumed, be more acceptable to them. If the power of taking affidavits in all the courts were incident to the profession of an attorney, it is true the emoluments from this source would be more distributed, and it is scarcely to be supposed that any one will openly avow his opposition to the change I propose, on the ground that his present share of such gains would be thereby diminished. I am at a loss to imagine any ground for restricting the appointment to the elder membere of the profession. Surely a yonng man, duly admitted after strict examination and inquiry into his qualifications to practice the law, is fit to be trusted with the administration of an oath? What can be suggested to the contrary? Would he administer it with irreverence? Would there be any greater facility given to the taking of improper oaths? or, what is the evil deprecated? There would seem to be a general prejudice in favour of age as the test of capacity for any office; and the measure of qualification is roughly fixed at ten years practice either at the bar or as an attorney. Now I have some doubts on this head, and I suspect that many a young practitioner enters the profession with more honorable and generous sentiments than he retains after ten years conflict and experience.

But the limitation of the appointment is a public injury. In the country affidavits are constantly delayed and extra charges made on account of the absence of or distance from a commissioner, and journies are frequently necessitated and the costs of the suitor thereby increased from the same cause; and in small country places the business of one practitioner is exposed by the necessity of getting documents sworn before a neighbour, who is the only qualified person in the district. In London and its vicinity the restrictions on the appointment of additional commissioners have created a very unfair monopoly.

One class of commissioners has almost become extinct, though their services are still occasionally called for. I mean commissioners for taking bail. Giving bail was a constant necessity in the good old times, when the free-born Briton could be summarily arrested for any sum on a mere affidavit of debt. Since the Act for the amendment of the law limiting arrest on *mesne* process to debts above £20, on evidence that the debtor is about to leave the country, bail is not often given and no fresh appointments of such commissioners have been called for. It has however happened in my experience that delay and inconvenience have been occasioned by the difficulty in finding a duly qualified person in country ports and places to take bail where a party resident out of the jurisdiction has been arrested for a large and perhaps a disputed debt, the amount of which it was out of his power at once to deposit with the sheriff although bail could have been given.

Affidavits of bail in error also can only be properly made before a judge of the superior court, or a commissioner to hold to bail in the country. But there are very few gentlemen now surviving who hold those commissions, and where the bail do not reside in London, or do not come up to town for that purpose, the most usual course now taken by appellants is to deposit money in court pending the appeal.

I have thus put forward a few reasons why the administration of oaths in all the courts should be a function exercisable by every certificated attorney or solicitor, including not only the superior courts but the courts of local jurisdiction, such as the Palatine Courts of Lancaster and Durham. Though formerly commissions were given to other persons than attorneys, and are still held by the judges clerks and some other officers by whom they may be suitably retained, yet it appears to me that from their familiarity with the preparation and use of such documents, attorneys and solicitors are the persons best fitted to authenticate them, and this opinion is already sanctioned by the course taken uniformly by the Courts of Common Law and generally by the Court of Chancery.

I propose, therefore, that commissions to administer oaths be abolished, and that petty bag, or whoever else now profits by their issues, be compensated for any loss of perquisites, and that for the benefit of the public the right to administer oaths be vested in every duly certificated practitioner.

I now submit the subject to the consideration of the society, and I hope it will be received with favour.

I am disposed to go further and to advocate the absorption also of "commissioners for taking acknowledgments of married women" and even of "notaries" into the general body of practitioners, but I will not at present enter into these questions.* I am however confident the practice of the law would be simplified, the general status of the profession raised, and the convenience of the public served by the abolition of the various subdivisions of officers and procedure which have become the accretions of ages and the fusion of principles and practice into one harmonious system.†

If the very numerous portion of our profession, who are still unqualified to administer oaths, and particularly those who are shut out by reason of their not having reached the limit of ten years probation, think it worth while to demand their enfranchisement, I believe only one united effort is necessary to effect it.

* A neighbour has lately informed me he receives on an averag two guineas a week in fees. He naturally *doubts* whether it would b expedient to grant more commissions at present.

* The recent amalgamation of proctors and solicitors is a precedent for the last-suggested change.

† I cannot forbear here suggesting, in view of that desirable object, the abolition of unnecessary oaths that now, when one examination is made in all the branches of practice, there should be only one admission necessary to qualify for practice in all the courts, and that the double swearing in of attorneys and solicitors in Westminster Hall and at the Rolls should be abolished, and one formal act of inauguration into the profession be substituted, and that the signing of separate rolls for each court should be discontinued.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on the 28th ult., Mr. G. Sangster Green in the chair, the following question was discussed:—"Does the Government, as re-constructed, deserve the confidence of the country?"

The debate was opened by Mr. Blagden, and after considerable discussion the question was decided in the affirmative by fifteen to ten.

SOLICITORS' BENEVOLENT ASSOCIATION.

A donation of £5 has been received by the Solicitors' Benevolent Association from the master, wardens, and assistants of the Worshipful Company of Scriveners.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY, MICHAELMAS TERM, 1865.

FINAL EXAMINATION.

The examiners have recommended the following gentlemen, under the age of 26, for honorary distinction:—

JOHN SCOTT, Jun., clerk to John Scott, London; and John Richard Tindale, London.

THOMAS WILLIAM EASTWOOD, clerk to Abraham Greenwood Eastwood, Todmorden; and Torr, Janeway, & Tagart, London.

THOMAS ROWLAND HARGREAVES, clerk to Swainson & Son, Lancaster.

JOHN DANIEL BANKS, clerk to George Webster, Liverpool; and Gregory & Rowcliffes, London.

OWEN SIDNEY GOODY, clerk to Smythies, Goody, & Son, Colchester; and N. C. & C. Milne, London.

THOMAS GREEN, clerk to Becke & Son, Northampton; and Robert Metcalfe, London.

The Council of the Incoporated Law Society have accordingly awarded the following prizes of books:—

To Mr. SCOTT, the prize of the Honourable Society of Clifford's-inn.

To Mr. EASTWOOD, the prize of the Honourable Society of Clement's-inn.

To Mr. HARGREAVES, Mr. BANKS, Mr. GOODY, and Mr. GREEN, one of the prizes of the Incorporated Law Society each.

The following candidates, under the age of 26, have passed examinations which entitle them to commendation:—

ALBAN GARDNER BULLER, clerk to Thomas Pain, Banbury; and Mackeson & Goldring, London.

WILLIAM HAWKINS HERBERT, clerk to Mullings & Co., Cirencester; Eyre & Lawson, London; and Flux & Argyles, London.

FRANCIS HODDING, clerk to Hoddings, Townsend, Lee, & Houseman, Salisbury & London; and Clarke, Son, & Rawlins, London.

ROBERT LUNN, Jun., clerk to New, Prance, & Garrard, Evesham; and Vizard & Anstie, London.

EDWARD FREDERICK MAMMATT, clerk to Green & Smith, Ashby-de-la-Zouch; and Austen, De Gex, & Harding, London.

The council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidate that his answers to the questions at the examination were highly satisfactory, and would have entitled him to a prize if he had not been above the age of 26:—

FRANCIS KERRIDGE MUNTON.

PRIZE FOR LIVERPOOL LAW STUDENTS.

The examiners have also reported to the council that among the candidates from Liverpool, in the year 1865, Mr. John Daniel Banks passed the best examination, and was in their opinion entitled to honorary distinction.

The council have therefore awarded to Mr. Banks the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool.

Number of candidates examined, 120; passed, 105; postponed, 15.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. R. HORTON SMITH, on Conveyancing, Monday, Dec. 4.

Mr. E. CHARLES, on Equity, Friday, Dec. 8.

COURT PAPERS.

EXCHEQUER OF PLEAS.

This Court will hold a sitting on Tuesday, the 5th day of December, and will at such sitting proceed in giving judgment in matters then standing for judgment.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, November 30, 1865.

[*From the Official List of the actual business transacted.*]

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	94
Stock	Caledonian	100	127
Stock	Glasgow and South-Western	100	111
Stock	Great Eastern Ordinary Stock	100	46⅛
Stock	Do., East Anglian Stock, No. 2	100	8⅝
Stock	Great Northern	100	129
Stock	Do., A Stock*	100	150
Stock	Great Southern and Western of Ireland	100	95
Stock	Great Western—Original	100	63½
Stock	Do., West Midland—Oxford	100	43
Stock	Do., do.—Newport	100	37
Stock	Do., do.—Hereford	100	106
Stock	Lancashire and Yorkshire	100	123½
Stock	London and Blackwall	100	90
Stock	London, Brighton, and South Coast	100	105
Stock	London, Chatham, and Dover	100	38
Stock	London and North-Western	100	126
Stock	London and South-Western	100	97½
Stock	Manchester, Sheffield, and Lincoln	100	61¼
Stock	Metropolitan	100	137
10	Do., New	£4:10	3¼ pm
Stock	Midland	100	125¾
Stock	Do., Birmingham and Derby	100	97
Stock	North British	100	61½
Stock	North London	100	127
10	Do., 1864	5	7½
Stock	North Staffordshire	100	75½
Stock	Scottish Central	100	152
Stock	South Devon	100	57
Stock	South-Eastern	100	80
Stock	Taff Vale	100	152
10	Do., C	3	4 pm
Stock	Vale of Neath	100	104
Stock	West Cornwall	100	51

* A receives no dividend until 6 per cent. has been paid to B.

GOVERNMENT FUNDS.

3 per Cent. Consols, 89¼	Annuities, April, '85, —
Ditto for Account, Oct. 10—88	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 87⅞	Ex Bills, £1000, 3 per Ct. dis
New 3 per Cent., 87⅞	Ditto, £500, Do, dis
Do. 3½ per Cent., Jan. '94 —	Ditto, £100 & £200, Do. dis
Do. 2½ per Cent., Jan. '94 —	Bank of England Stock, 5½ per Ct. (last half-year) 249
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 219	Ind. Enf. Pr., 4 p C., Jan. '72, —
Ditto for Account, —	Ditto, 5½ per Cent, May, '79, —
Ditto 5 per Cent., July, '70, 105½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66, —
Ditto 4 per Cent., Oct. '88 —	Do. Bonds, 4 per Ct., £1000, — pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, — pm
Ditto Enfaced Ppr., 4 per Cent. —	

MONEY MARKET AND CITY INTELLIGENCE.

The question of the committee of the Stock Exchange appointing settling days has been brought before a committee of that body. Neither of the resolutions referred to in our last financial summary was adopted; but the committee resolved to appoint a sub-committee of nine members to consider the subject generally and report thereon. We are strongly inclined to consider that the Committee of the Stock Exchange, like all the other "powers that be," will prove tenacious of their past acquisitions, and refuse to surrender their power so long enjoyed by them of granting or refusing settling days.

From the 7th ult., when the bank minimum was raised from 6 to 7 per cent., a great improvement has gradually taken place in the accounts of the bank. This is indicated by a rise in the reserve, and an increase in the coin and bullion, together with a decrease in the private securities. These favourable circumstances were the causes which led to the reduction in the bank rate of discount last week, and even since the stock of bullion in both departments has received an increase of £163,916. The total now is at the satisfactory amount of £14,628,948. The sum of £30,000 in gold, however, was taken from the bank on Thursday. The efflux of gold from the bank is the *only* phenomenon that induces the bank directors to raise the rate of discount. Returns relating to this criterion, therefore, are more than mere statistics; they indicate to intending investors or borrowers what they have to expect. For, as the child of Themistocles governed his mother, and his mother governed Themistocles, who, through Athens, governed the world, so the bank rate governs, in some degree, the rate of discount charged for every bill discounted throughout the empire.

The bank rate of discount is, we think, more likely to be raised above than lowered below the minimum of 6 per cent. settled by the directors last week, at which the rate still continues. The latest returns announce that the discount demand at the bank has been very heavy recently, partly, perhaps, because money is in request at the Stock Exchange for the share and foreign settlement, mainly, doubtless, on account of the requirements of shareholders in new companies. Similar urgent demands for discounts prevail in general trading circles.

The Bank of England, on Wednesday, commenced their usual quarterly advances on bills and securities. In the Stock Exchange money is in brisk request at 5 to 5¼ per cent.

The funds have returned to the point at which they stood previous to the banks lowering the rate of discount, and tend to depression. The quotations range between 89¼ and 89½ for delivery, and 87⅞ to 88 ex dividend for the 7th of December. The public are selling chiefly in order to meet their engagements on unsound companies; so that, although the Government broker makes daily purchases on account of the sinking fund, this demand merely counteracts the tendency to a further fall.

Foreign securities show an average decline of ½; and recent transactions in them have been mainly in connection with the preparations for the settlement at the end of the month. The chief transactions have been in Spanish descriptions. The last price from Paris was 63f. 62c., showing a recovery of an eighth per cent.

It is not a little surprising that notwithstanding the vast increase of international communication that has taken place of late years by means of telegraphs and railways, yet capital passes very slowly from one country to another, for we find different rates of interest in all the countries of Europe. At Paris it is 4 per cent.; at Vienna and Frankfort, 5; at Hamburgh, Berlin, and St. Petersburgh, 6½; Turin and Brussels, 5½; and Amsterdam, 6 per cent. But if money passed between these places as readily as it does from London to Birmingham, they would all have one uniform rate of interest.

The *Times* of Friday warns the public against being led astray by the flourishing prospectuses of new limited companies, and gives an interesting account of the stereotyped devices to attract gulls. Investors ought not to be thus led astray, nor to invest their money in any concern upon the good character the promoters can give their speculations. Instead of men of practical ability in such matters, our contemporary observes that the list of directors usually contains a copious supply of admirals, colonels, and similar persons, who are suitable instruments in

the hands of promoters. In the report of an extraordinary general meeting of the shareholders of the Inns of Court Hotel Company of which we give an account elsewhere, there appears to be some verification of the remarks of the *Times*. For, instead of solicitors, many of whom, especially of those practising in the country, hold shares in this concern, the chief speakers (with the exception of the chairman) appear to have consisted of a Colonel Fraser and a Mr. Rahles, who is likewise unconnected with the profession. They succeeded, however, in obtaining power to raise £50,000 on debentures, in addition to the sums raised or raisable under their existing powers. We do not undertake to "forecast" how this very great increase of the borrowing powers of the directors will be relished by the shareholders.

INNS OF COURT HOTEL COMPANY.

The fifth half-yearly general meeting of this company was held on Thursday, in the reading-room of the hotel, which is still in a very damp and unfinished state. Mr. E. W. Cox occupied the chair.

The usual formalities having been complied with, the report and statement of accounts were taken as read. Of the report the following is a summary:—

"The directors congratulate the shareholders on at length meeting them beneath their own roof.

"During the past half-year the company's debentures, the issue of which commenced on the 30th March, have been nearly all taken up, which affords satisfactory evidence of the confidence felt by the public in the ultimate success of the undertaking.

"The shareholders are aware not only that the original plan of the hotel has been very materially enlarged by taking in two houses in Lincoln's-inn-fields, but also that two other houses have been bought by the company, in order to avoid heavy claims for compensation. The directors, on account of the additional outlay thus incurred, recommend that the borrowing powers of the company be extended by £50,000, to provide a sufficient sum for fully completing and furnishing the hotel."

The CHAIRMAN, in moving the adoption of the report, referred to the legal proceedings and other circumstances which had retarded the opening of the hotel. He was glad that the present Lord Chancellor had set his face against the unsubstantial claims which were so frequently made for obstruction to light; and had determined in future not to allow them, unless they could be shown to be *bona fide*. In a recent case, he had declined to give damages, stating that persons who chose to live in towns, reaping the advantages of towns, must submit to some trifling personal inconveniences, where the general good was being effected. If such a view had been taken before, possibly a considerable sum by way of compensation might have been saved to the company. He was happy to inform the profession that they would have possession of the hotel early in the year, and the directors were making arrangements for furnishing it, but, of course, the furniture would not be put into the building till it was sufficiently dry to receive it, otherwise loss rather than profit would result. Since the last meeting preparations on the ground had been made for the new law courts. The intention was to open at the Upper Turnstile, a great public way, which would be the leading thoroughfare between the north and south of London; that was to say, from the Strand and Fleet-street to Holborn. This would be of enormous advantage to the hotel; and now that they had possession of two houses contiguous to the building, they could at any time make enlargements to meet the exigencies of their trade. There was something in the opinion of "everybody," and as "everybody" said they would succeed, he had no doubt that such would be the case.

Colonel JAMES FRASER seconded the motion for the adoption of the report.

Mr. TAGG inquired whether he could be informed of the name of the person with whom the contract for the furniture was made, and the amount of such contract.

The CHAIRMAN said a preliminary contract had been entered into with Mr. Rough, which the directors had thought concluded, but upon putting the terms into writing there appeared to have been some little misapprehension. It was, therefore, in suspense for a few days.

Mr. TAGG asked whether the Board had solicited anything like a competitive tender.

The CHAIRMAN replied in the affirmative, adding that fourteen or fifteen firms had been applied to, but they declined to compete. It was calculated that the furniture of the hotel would cost altogether about £30,000, and that was £10,000 more than was originally contemplated.

The motion for the adoption of the report then passed *nem con.*

EXTRAORDINARY GENERAL MEETING.

The CHAIRMAN said the shareholders were entitled to some explanation of the circumstances which rendered it necessary to issue £50,000 worth of debentures, power to do which would be asked for. In the first place, the original calculation was made on the supposition that all the shares would be taken, again that the furniture would only cost £20,000, instead of £30,000. In addition they had purchased No. 19, Lincoln's-inn-fields, because it was found cheaper to buy than to compensate. Then it was considered not desirable to make further calls upon the shares, because, with a portion of capital unsubscribed, the company stood in better credit, and, as they required £50,000 additional, it was thought better to raise it by debentures, though of course, the money might be raised by throwing the unallotted shares upon the market at a sacrifice, which the directors did not choose to do. He therefore moved the following motion. "The directors shall have power to borrow any sum not exceeding £20,000 upon mortgage or otherwise, in addition to the sum which they are empowered to borrow by the 53rd article of the association.

Mr. RAHLES went into a calculation to prove that the directors needed only £15,000, and not £50,000; but upon an examination of his figures it was clear that the honourable proprietor had omitted some important items. He advocated calling up the £2 now remaining unpaid upon the original shares, as that would lessen the sum necessary to be raised on debentures by £10,000. He also pointed out that in proportion to the sum borrowed on debentures, the value of the original shares was affected. He also complained of the large sum of £20,000 which it had cost to establish the company, having reference to the amount of its subscribed capital. He thought that that sum should be made good out of the first year's profits.

THE CHAIRMAN replied.—The £20,000 which had been spent in estsblishing the company was capital, and Mr. Rahles had said it should be paid out of the first year's receipts. If a person opened a shop, the expense of obtaining the lease and fitting it up was a portion of his capital; and so was the expense of establishing a company. And no company ever did more than spread those preliminary expenses over a certain period of years. He agreed with those actuaries who, having dealt with the question, had said it was aburd, because, after all, preliminary expenses were as much capital as any other. The directors had gone into the calculation very carefully, and they found they actually required about £40,000, although they asked power to raise £50,000, the proprietors might rest perfectly satisfied that no more would be spent than was necessary.

A PROPRIETOR said the debentures now proposed to be issued would be in the nature of a second mortgage.

The CHAIRMAN acknowledged that such would be the case, but added that the security was very ample, and as no difficulty had been experienced in placing the first, they hoped to be able to issue others at the same rate of 6 per cent.

Colonel FRASER explained that the reason why the board asked for £10,000 more than they saw any actual necessity for, was because they desired to have money on hand when the hotel was opened, and every man of business must know that that was an absolute necessity.

The resolution having passed unanimously,

Mr. RAHLES proposed a vote of thanks to the chairman and board of directors. He lamented that with a capital of a quarter of a million at stake there should be so much apathy among the proprietors that only some fourteen could be induced to come and look after their own affairs.

The resolution having been carried, the proceedings closed.

DUTIES OF JUDGE-ADVOCATES.—The following document has been issued under the authority of the Adjutant-General:—

"Memorandum to be laid before the Presidents of all General or District Courts Martial.

"The Deputy Judge Advocate at a General Court Martial should maintain an entirely impartial position, and act as assessor to the court.

"He should give his advice on all matters of law, evidence, or procedure, and, whether consulted or not, interfere to insure the due formality and legality of the proceedings.

"At the conclusion of the case, he should sum up the evidence and give his opinion upon the law before the court proceeds to deliberate upon its finding.

"The Officiating Judge Advocate at a General Court Martial should represent the Judge Advocate General, and should be deputed by him; and if possible be selected either from officers who have passed an examination in military law, or from barristers, it being understood that when counsel are employed, either for the defence or for the prosecution, the Officiating Judge Advocate should be a barrister.

"The opinion of the Deputy Judge Advocate ought to be conclusive upon any point of law or procedure which arises upon a trial at which he officially attends, whether he has or has not an opportunity of consulting the Judge Advocate General before a decision is made.

"He should be responsible to the Judge Advocate General for a proper record of the proceedings, but, in important cases, he should be assisted in the discharge of this duty by a sworn shorthand writer.

"In all cases when a prisoner is undefended, he should take care that such prisoner should not lose any privilege that the law allows him in the conduct of the trial.

"The seat and table of the Deputy Judge Advocate should be at the right of the President of the court.

"He should take no part in the conduct of the prosecution, but

in other respects should fulfil the duties now cast upon Deputy Judge Advocates.

"With respect to District Courts Martial, the Presidents are to be instructed to forward them as ordered by the Articles of War, to the Judge Advocate General, but under cover to the Deputy Judge Advocate of the district, who will read them, and draw the immediate attention of the Judge Advocate General to anything requiring notice in the proceedings.

"J. YORKE SCARLETT, A.G."

THE NEW ZEALAND BISHOPS AND THE PRIVY COUNCIL.—By the last mail the following petition of the Bishops of the Anglican Church in New Zealand to the Queen was brought to this country:

The humble petition of the undersigned Bishops of the Anglican Church in New Zealand showeth—

1. That your Majesty's petitioners were duly consecrated according to the form and manner of making, ordaining, and consecrating of bishops according to the order of the united church of England and Ireland, and humbly express their conviction that all the powers necessary for the due administration of the office of a bishop in this colony were conveyed to them by the ordinance of consecration.

2. That your Majesty's petitioners accepted letters patent from the Crown, the validity of which has now been denied by the Judicial Committee of the Privy Council in the following words: —"Although in a Crown colony properly so called . . . . . a bishopric may be constituted and ecclesiastical jurisdiction conferred by the sole authority of the Crown, yet the letters patent of the Crown will not have any such effect or operation in a colony or settlement which is possessed of an independant legislature." That the letters patent granted to your Majesty's petitioners were issued after the colony of New Zealand had become possessed of an independent legislature.

3. That your Majesty's petitioners therefore humbly crave permission to surrender their letters patent, and to be allowed to rely in future upon the powers inherent in their office for perpetuating the succession of their order within the Colony of New Zealand, and securing the due exercise of their episcopal functions in conformity with the church constitution hereinafter described.

4. That your Majesty's petitioners, in conjunction with representatives of the clergy and laity from all the dioceses in New Zealand, and with Bishop Patteson, have agreed upon a constitution for associating together the members of the united church of England and Ireland in New Zealand by voluntary compact; for the ordering the affairs, the management of the property, the promotion of the discipline of the members thereof; and for the inculcation and maintenances of sound doctrine and true religion throughout the colony.

5. That this constitution has been recognized by an Act of the Colonial Legislature empowering the Bishop of New Zealand to convey to trustees apointed by the general synod, as established under the provisions of the said constitution, numerous properties formerly held by him; and that at the prssent time the residences of four bishops and of many of the clergy, sites for churches and schools, burial grounds, lands for the endowment of bishoprics, parishes, schools, colleges, and of the Melanesian mission, are vested in trustees appointed under the authority of the said general synod; and further, that regulations have been framed for the administration of the properties so held in trust for the general synod, and a tribunal has been established for the decision of any doubts which may arise in the course of such administration, in agreement, as it is believed, with the decision of the Judicial Committee of the Privy Council in the case of the *Rev. W. Long* v. *The Bishop of Capetown*.

6. That the general synods, at a meeting held at Christchurch in May, 1865, framed rules for enforcing discipline within their body, and also established a tribunal to determine whether the rules so framed and assented to "have been violated or not, and what shall be the consequences of such violation," and that all the bishops in New Zealand, together with Bishop Patteson, assented to the rules so framed, and to the establishment of the tribunal aforesaid, and are bound in common with all the clergy and lay officers of the church in this colony by all the rules adopted by the general synod. And further that this compact, so entered into by all the bishops in Newfoundland before the receipt of the judgment of the Judicial Committee of the Privy Council on petition of the Bishop of Natal, was afterwards found to be in agreement with the following words of that judgment:— "The united church of England and Ireland is not a part of the constitution in any colonial statement, nor can its authorities or those who bear office in it claim to be recognised by the law of the colony otherwise than as the members of a voluntary association."

7. That this constitution of the church in New Zealand was framed after careful consideration of a despatch of the Right Hon. H. Labouchere to Governor-General Sir Edmund Head, Bart., and in accordance with the following suggestion in that despatch:—"I am aware of the advantages which might belong to a scheme under which the binding force of such regulations should be simply voluntary."

8. That your Majesty's petitioners have accepted and aquiesce in the decision of the Judicial Committee of the Privy Council that the Church of England in this colony is in the same situation with any other religious body, in no better but in no worse position, and the members may adopt rules for enforcing discipline within their body, which will be binding on those who expressly or by implication have assented to them, and they therefore humbly submit that the judgment of Lord Lyndhurst in the case of Dr. Warren points out the course of procedure in all questions which may arise between any of the members of the Anglican church in New Zealand, whether bishops, clergy, or laity, who have bound themselves by voluntary compact under the authority of the general synod, viz.:—1. That the question be tried and decided according to the rules of the synod as agreed to by the bishops, clergy, and laity. 2. That on petition of either party the supreme court of the colony has authority to inquire into "the regularity of the proceedings and the authority of the tribunal, and on those grounds merely" to affirm or annul the decision. 3. That from any such decision of the supreme court of the colony an appeal would lie to the Privy Council upon the same grounds. And, therefore, that the Anglican church in New Zealand is effectually guarded against the danger apprehended by the Lords of the Judicial Committee, viz.?—"That cases might occur in which there would be a denial of justice, and no remedy for great public inconvenience and mischief," without having recourse to a direct appeal to the Crown in the case of any controversy such as that which is presented by the petition of the Bishop of Natal.

9. That the above recited principle of the civil equality of all religious bodies has been affirmed by a resolution passed by the House of Representatives in New Zealand.

10. That your Majesty's petitioners humbly express their conviction that the right of appointment of bishops in New Zealand is not part of the prerogative of the Crown, inasmuch as all the bishoprics were founded by private efforts and endowed from private resources, and further that the assertion of any such claim may operate as a most serious discouragement to the clergy already in New Zealand, and tend to prevent other clergymen from coming out from England, by cutting them off from all hope of election to the highest office of the church in this colony.

11. That your Majesty's petitioners therefore humbly pray that all doubts may be removed as to their status, both ecclesiastical and temporal. 1. By the acceptance of the surrender of their letters patent now declared to be null and void. 2. By declaring the royal mandate under which your Majesty's petitioners were consecrated to be merely an authority given by the Crown for the act of consecration, and to have no further effect or legal consequence. 3. By recognising the inherent right of the bishops in New Zealand to fill up vacancies in their own order by the consecration of persons elected in conformity with the regulations of the general synod, without letters patent and without royal mandate, in the same manner as they have already consecrated a missionary bishop for the islands in the Western Pacific, after communication with your Majesty's principle secretary of State for the colonies and with the Attorney-General of New Zealand.

And your Majesty's humble and loyal petitioners, as in duty bound, will ever pray, &c.

G. A. NEW ZEALAND. H. J. C. CHRISTCHURCH.
C. J. WELLINGTON. EDMUND NELSON.
WILLIAM WAIAPU.

THE NEW "LAW REPORTS."—The *Law Journal* for the present month publishes in its fly-leaf Mr. Hurlstone's letter of the 23rd ult., with the following editorial comment:—[We publish this letter at the request of Mr. Hurlstone. The promoters of the "New Scheme of Law Reporting" have the right to use all fair means of attaining success in their undertaking; but we think that the course of action they have adopted is ill-suited to the dignity of the profession, and by no means calculated to advance its interests. We are acquainted with the "answer" Mr. Hurlstone refers to—which, however, he has somewhat understated, inasmuch as the letter of the Chief Justice of England to Sir Fitzroy Kelly, of the *4th of November*, 1865, distinctly recognises and plainly states the right of the bar to cite from any reports of properly qualified reporters.]

THE NEW SCHEME OF LAW REPORTING.—Mr. G. W. Hemming and Mr. A. E. Miller, late the regular reporters in Vice-Chancellor Wood's court, discontinue their series of reports. Mr. Hemming becomes editor of the new Reports, and Mr. Miller editor of the *Weekly Reporter*.—*Daily News*.

THE COURT-MARTIAL ON GORDON.—The members of the court-martial which tried G. W. Gordon and others were Lieutenant and Commander Herbert Brand, commanding the gunboat *Onyx*, Lieutenant Errington, of the *Wolverine*, and Ensign Kelly, of the 4th West India Regiment.

PRIVATE BILLS IN PARLIAMENT.—The number of plans of new railways, or deviations, for which bills are to be introduced next session, deposited with the Board of Trade up to 8 o'clock, p.m., on Thursday—the latest hour at which, by the standing orders of the Houses of Parliament, they could be received—was 339, being ten fewer than last year. Besides these there were deposited 48 plans of public works other than railways.

NEW ZEALAND LAND COMPANY.—A prospectus was issued a few days back, of a concern called by this name. It purported to

give the names of respectable brokers and solicitors, but the parties thus designated lost no time in disavowing all connection with the scheme. Mr. John Muir, who styles himself "Managing Director," forthwith sent a rejoinder to the effect that they had positively consented to act, and that their names had not been used without authority. At this point, supposing the faith in the veracity of the disputants to be equally balanced, the affair must have been allowed to drop, in order that they might settle their misapprehensions among themselves, but the following letter seems to us to call for public notice:—

"8, Finch-lane, Nov. 22.

"Sir,—We trust you will afford us a little space for replying to the letter of Mr. John Muir in your issue of to-day, in 'reference to the New Zealand Land Company,' of which he styles himself 'managing director.'

"It is clear that it is Mr. Muir, and he only, who seeks to create an erroneous impression on the public. He refers to the 'interests of the shareholders,' the fact being (as we have ascertained) that the 'company' has not been registered, and is, therefore, non-existent, and has no shareholders.

"We repeat, most positively, that we never sanctioned the use of our names as solicitors, or consented to be solicitors to this 'company.' As, however, it has more than once happened that a 'promoter' has published the names of directors and others without authority, and has based a pretended authority on some casual expression of courtesy, we hope that you will, in the interest of the public, permit us to state the little all on which Mr. John Muir has the assurance to base his pretended authority from us.

"Upwards of two months since Mr. Muir was introduced to us as desiring professional assistance. He informed us he had recently returned from New Zealand, and proposed forming a land company for that province. We listened to his statement with ordinary courtesy, and expressed an opinion that he would not succeed. He called again on the following day, when we informed him we had seen a client from New Zealand whose opinion was adverse to the scheme. He then said he relied on his own knowledge, and would get all the required capital subscribed in Scotland. Since that time we have heard nothing of Mr. Muir or his scheme, until, to our surprise, we saw it advertised in the *Times* of Monday last.—Your faithful servants, "NOKES, CARLISLE, & FRANCIS."

We think this the most remarkable "consent to act" that has ever been heard of even in the history of joint-stock companies.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

Nov. 27.—By Mr. WHITTINGHAM.

Freehold building land, fronting Lightfoot-road, Hornsey, in 38 lots—Sold from £57 to £170 per plot.

Freehold building land fronting the Lea-bridge-road, Walthamstow, in 26 Lots—Sold from £58 to £160 per plot.

AT GARRAWAY'S.

Nov. 27.—By Messrs ELLIS & SON.

Freehold premises, being No. 3, Savage-gardens, City—Sold for £9,000.

Leasehold premises, being No. 14, Fenchurch-buildings, Fenchurch-street; term, 20 years unexpired, at £150 per annum—Sold for £2,020.

By Mr. J. J. ORGILL.

Lease, &c., of The Clyde wine and spirit vaults, situate at the corner of Turner-street and Commercial-road, together with three shops adjoining—Sold for £7,100.

Freehold beerhouse, known as The Star and Garter, situate at the corner of Weedington-street, Camden-town—Sold for £2,000.

Nov. 28.—By Messrs. FULLEN, HORN, & EVERSFIELD.

Leasehold premises, known as the West Central Horse and Carriage Repository, High Holborn; held (except one small portion) on leases for terms of which 56 years are unexpired, at rents amounting to £295 per annum—Sold for £7,050.

Leasehold, The Grapes public house, and a house and shop in George-street, Minories, also a warehouse in the rear, producing £186 10s. per annum; term, 61 years from 1849, at £20 11s. 10d. per annum—Sold for £2,620.

Leasehold house, being No. 33, Woodchester-street, Harrow-road; let at £40 per annum: term, 92 years unexpired at £7 per annum—Sold for £300.

Leasehold, 3 houses, being Nos. 39, 41, and 47, Woodchester-street aforesaid, producing £120 per annum; term, 86½ years unexpired, at £19 per annum—Sold for £980.

Leasehold, 4 houses, being Nos. 2 to 5, Appleby-street, Pearson-street, Kingsland-road, producing £96 per annum; term, 38 year unexpired, at £8 per annum—Sold for £690.

Nov. 29.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold residence, being No. 26, Gloucester-terrace, Hyde-park, let on lease at £124 per annum; term, 94¼ years from 1845, at £30 per annum—Sold for £1,440.

Leasehold residence, being No. 42, Westbourne-park, let on lease at £100 per annum; term, 97 years from 1852, at £12 per annum—Sold for £1,050.

Leasehold house and shop, being No 5, Charles-street West, Paddington, let on lease at £110 per annum; term, 90½ years from 1846, at £12 12s. per annum—Sold for £1,570.

Leasehold house and shop, being No. 141, Tachbrook-street, Pimlico, let on lease at £80 per annum; term, £78¾ years from 1852, at £17 per annum—Sold for £1,120.

Lease for 16 years unexpired, at £130 per annum, of the residence, being No. 40, Finsbury-circus; estimated annual value, £350 per annum—Sold for £1,010.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BIRCH—On Nov. 19, at Leamington, the wife of F. M. Birch, Esq., Judge of the Small Cause Court, Lahore, Punjab, of a son.

BRIDGE—On Nov. 21, at Inverness-terrace, the wife of J. Bridge, Esq., Barrister-at-Law, of a son.

CAIRNS—On Nov. 28, at Eaton-place, Lady Cairns, wife of Sir Hugh Cairns, M.P., Q.C., of a son.

COOKE—On Nov. 26, at Weymouth-street, Portland-place, the wife of George J. F. Cooke, Esq., Barrister-at-Law, of a son.

INCE—On Nov. 24, at Priory-road, Kilburn, the wife of H. B. Ince, Esq., of Lincoln's-inn, Barrister-at-Law, of a son.

MAKIN—On Nov. 25, at Gresford, North Wales, the wife of Thomas Makin, Esq, Barrister-at-Law, of a daughter.

MOORE—On Nov. 26, at Birkenhead, the wife of Robert B. Moore, Esq., Solicitor, of a son.

PATTISON—On Nov. 24, at Park-village East, the wife of Rowles Pattison, Esq. Solicitor, Bedford-row, of a son.

TREVOR—On Nov. 26, at Bloomfield-terrace, W., the wife of Charles C. Trevor, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

BELT—GARRATT—On Nov. 28, at Hove Church, near Brighton, William J. Belt, of Lincoln's-inn, Esq., Barrister-at-Law, to Sibella M., daughter of the late William A. Garratt, of Lincoln's-inn, Esq., Barrister-at-Law.

PHEAR—TABART—On Oct. 16, at St. George's Cathedral, Madras, the Hon. J. B. Phear, one of the Judges of the High Court of Judicature, Bengal, and Senior Fellow of Clare College, Cambridge, to Emily, daughter of J. Bolton, Esq., Stockwell, Surrey, and widow of the late G. C. Tabart, Esq.

DEATHS.

CLOWES—On Nov. 23, at Inverness-terrace, Ellis Clowes, Esq, Solicitor, aged 44.

HOLT—On Nov. 27, at Tottenham, Jemima Arabella, widow of the late John Holt, Esq., of Tottenham.

JOHNSON—On Nov. 26, at Dublin, Clement Johnson, Esq., son of the late Hon. Judge Johnson.

JONES—On Nov. 21, at Swansea, Maria A., wife of H. G. Jones, Esq., Serjeant-at-Law, aged 63.

PAGE—On Nov. 1, at Sydney, New South Wales, Elizabeth M. Sagon, wife of G. Turner, Esq, aged 36. On March 17, at Epping, Essex, Alfred R. S. Page, Esq., aged 45. And on Nov. 8, at Low Leyton, Frederick S. Page, Esq., of the Receiver and Accountant-General's Office, General Post Office, being the daughter and sons of the late W. S. Page, Esq., Solicitor, Scarboro.

SELBY—On Nov. 26, at Maidenhead, Berks, John, son of the late P. Selby, Esq., aged 45.

YOUNG—On Nov. 28, John F. Young, Esq., Solicitor, son of John Young, Esq., Frederick's-place, Old Jewry, aged 28.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

FAULKNER, GEORGE, Esq., LAVINIA B. MURRAY GUNNING, Spinster, and CHARLES GUNNING, Esq., all of Wood-green, Tottenham. £54 1s. 1d. New £3 per Cent. Annuities—Claimed by G. Faulkner, L. B. M. Gunning, and C. S. Gunning.

HEBDEN, MARY GEORGIANA EDINBURGH, Norfolk-square, Brighton, Spinster. £1,477 7s. 5d. Consolidated £3 per Cent. Annuities—Claimed by M. G. E. Taylor, late Hebden.

JACKSON, JAMES, Graham's Town, Cape of Good Hope. £1,895 17s. 10d. Consolidated £3 per Cent. Adnuities—Claimed by General J. Jackson.

MILLER, DANIEL, Binfield, Berks, Yeoman. £150 New £3 per Cent. Annuities—Claimed by D. Miller.

POWELL, JOHN F. W., Bath-place, Greenwich, Engineer. £200 Consolidated £3 per Cent. Annuities—Claimed by J. F. W. Powell.

WITHINGTON, ELIZ. CAROLINE, Worcester, Spinster. £1,866 3s. 6d. Consolidated £3 per Cent. Annuities—Claimed by E. C. Helm, late Withington.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Nov. 24, 1865.

LIMITED IN CHANCERY.

Saint George's Brewery Company, Kidderminster (Limited).—Petition for winding-up, presented Nov 22, directed to be heard before the Master of the Rolls on Dec 9. Bird & Moor, Gray's-inn-square, agents for Day, Kidderminster, solicitor for the petitioners.

Land Credit Company of Ireland (Limited).—The Master of the Rolls, on Nov 8, appointed George Augustus Cape, 3, Adelaide-pl, London-bridge, to be official liquidator. Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts and claims, to the official liquidator. Monday, Jan 22, at 3, is appointed for hearing and adjudicating upon the debts or claims.

TUESDAY, Nov. 28, 1865.

South Foxdale Silver Lead Mining Company (Limited).—Petition for winding up, presented Nov 23, directed to be heard before Vice-Chancellor Stuart on Dec 8. Watson, Cannon-st, solicitor for the petitioner.

Glucose Sugar and Colouring Company (Limited).—Petition for winding-up, presented Nov 24, directed to be heard before Vice-Chancellor Wood on Dec 9. Vandercom & Co, Bush-lane, solicitors for the petitioner.

Metropolitan Paper Making Company (Limited).—Petition for winding up, presented Nov 25, directed to be heard before Vice-Chancellor Kindersley on Dec 8. Gibbs & Tucker, Lothbury, solicitors for the petitioner.

General Floating Dock Company (Limited).—Petition for winding up, presented Nov 27, directed to be heard before the Master of

the Rolls on Dec 9. Abrahams, Gresham-st, solicitor for the petitioners.

Marlborough Club Company (Limited).—Petition for winding up, presented Nov 22, directed to be heard before Vice-Chancellor Kindersley on Dec 8. Edmands, New-inn.

Axton Mining Company (Limited).—Vice-Chancellor Wood has fixed Dec 9 at 3, at his chambers, as the time and place for the appointment of an official liquidator.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 24, 1865.

Dixon, Rev Joseph, Beighton, Derby. May 26. Carnall v Harrison, M. R.

Gore, John, Capt H. M.'s 82nd Regiment, Calcutta. April 4. Gore v Gore. M. R.

Whaley, Wm, John-st, Wandsworth, Builder. Dec 23. Smith v Whaley, V. C. Kindersley.

Saynor, Saml, Sutherland-sq, Walworth, Esq. Dec 21. Adamthwaite v Butler, V. C. Stuart.

Shipton, Jas, Leamington, Warwick, Gent. Dec 14. Skey v Skey, V. C. Wood.

Thomas, Lydia Anna, Southampton, Widow. Dec 18. Thomas v Dixon, V. C. Wood.

TUESDAY, Nov. 28, 1865.

Howlett, Wm, Evan, Billingsgate-market, Fishmonger. Dec 23. Howlett v Howlett, M. R.

Phillips, Chas John, Parker-st, Lincoln's-inn, Gold Flatter. Dec 20. Dove v Phillips, M. R.

Farnsworth, Louisa, Eccleston-st South, Pimlico, Spinster. Dec 22. Ford v Ward, M. R.

Harrison, Eliz, Grove-rd, Camberwell, Widow. Dec 13. Wright v Myatt, V. C. Stuart.

Edwards, John. Heightley, Montgomery, Farmer. Jan 1. Edwards v Hickman, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 24, 1865.

Astley, Jas, Stockport, Chester, Innkeeper. Dec 26. Brooks & Co, Manch.

Banks, Wm, Plough Inn, Rochester-row, Westminster. Jan 1. Furley & Co, Ashford.

Barnes, Eliz, Penton-st, Pentonville, Spinster. Jan 22. Mote, Warwick-ct, Gray's-inn.

Barwell, Fredk Leycester, Brighton, Sussex, Esq. Jan 10. Saward & James, Suffolk-st, Pall Mall.

Blakeley, Thos, Canterbury, Grocer. Feb 21. Sankey & Co, Canterbury.

Bleaden, John, Epsom, Surrey, Gent. Jan 1. Redpath, Suffolk-lane.

Castle, Jane Hearne, Dinsdale-park, Durham, Widow. Jan 1. Redpath, Suffolk-lane.

Child, Hy, Edgware, Middx, Farmer. Dec 21. Stileman & Neate, Southampton-st, Bloomsbury-sq.

Cobbe, Wm, Helsby, Chester, Farmer. Jan 16. Day & Sedgwick, Runcorn.

Everest, John, Brewery, Wandsworth, Gent. Dec 25. Godwin & Pickett, King's-bench-walk.

Hamer, Jas, Salford, Lancaster, Labourer. Dec 30. Briggs & Bailey, Bolton.

James, Wm Withall, Southenhay, Exeter, Surgeon. Dec 25. Bremridge, Exeter.

Kirby, Edmund, Yardley Gobron, Pottersbury, Northampton, Gent. Jan 23. Cook, Towcester.

Kite, Rev Fredk Robt, Arundel-sq, Islington. Jan 25. Uptons & Co, Austin Friars.

Meredith, John, Clifton, Bristol, Gent. Jan 31. O'Donoghue & Rickards, Bristol.

Nield, John, Tattenhall, Chester, Farmer. Feb 26. Bridgman, Chester.

Quin, Hon Windham Hy Windham, Dunraven Castle, Glamorgan. Dec 31. Frere & Co, Lincoln's-inn-fields.

Selvester, Geo, Sheffield, Coach Builder. Jan 1. Wightman & Son, Sheffield.

Skinner, Jane Caroline, Ormes-sq, Bayswater, Widow. Dec 15. Drake & Son, Sheffield.

Squire, Wm, Southelmham, St Cross, Suffolk, Farmer. Jan 1. Fox, Harleston.

Swann, Ann, Dorking, Surrey, Widow. Dec 28. Hart & Hart, Dorking.

Tennant, John, Kirkby Lonsdale, Westmoreland, High Bailiff. Jan 1. Thompson, Kendal.

Ward, Eliz, Duffield, Derby, Spinster. Dec 18. Whiston, Derby.

TUESDAY, Nov. 28, 1865.

Bunce, Anne, Canterbury, Kent, Widow. Jan 6. Fielding, Canterbury.

Cheshire, Alfred Banner, Lpool. Dec 30. Wood, Manch.

Collings, Wm, Devonport, Devon, Shoemaker. Jan 10. Gard, Devonport.

Dodson, John, Swavesey, Cambridge, Esq. Jan 6. Vaughan, Huntingdon.

Howard, Saml, Stratford, Essex, Licensed Victualler. Dec 31. James & Curtis, Ely-place.

Ingle, Edwd, Doddington, Cambridge, Farmer. Dec 31. Wise & Dawbarn, March.

Inglish, Benj Hansom, Strand, Esq. Dec 26. Pownall & Co, Staple-inn.

Ingram, Wm, Barkingside, Essex, Baker. Dec 23. Murray & Co, Birchin-lane.

Kirby, Edmund, Yardly Gobron, Pottersbury, Northampton, Gent. Jan 23. Cooke, Towcester.

Neville, Gowler, Doddington, Cambridge, Farmer. Dec 31. Wise & Dawbarn, March.

Retallack, John Huddy, Ladock, Cornwall, Farmer. Jan 6. Hodge & Co, Truro.

Sharp, Ann, Brighouse, Halifax, York. Jan 6. Chambers & Chambers. Brighouse.

Stoner, Wm, Harewood, York, Farmer. Dec 9. Blackburn & Son, Leeds.

Ward, Philip, Pinner, Middx, Lieutenant in H. M.'s Indian Army. Jan 10. Johnson, Frederick-pl, Gray's-inn-rd.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 24, 1865.

Armstrong, Wm, Lofthouse Gate, York, Shopkeeper. Nov 13. Asst. Reg Nov 24.

Baker, Geo Edwd, Little Britain, no occupation. Oct 23. Comp. Reg Nov 23.

Battelle, Elizabeth, Derby, Widow. Nov 1. Asst. Reg Nov 22.

Becks, Arthur Thos, Birm, Sheet Iron Manufacturer. Nov 16. Comp. Reg Nov 21.

Booth, John, Church, Doncaster, Ironfounder. Oct 27. Asst. Reg Nov 23.

Brown, Jas, Bolton-le-Moors, Lancaster, Tailor. Oct 27. Asst. Reg Nov 23.

Bryden, Wm Walter, Lpool, Wholesale Draper. Nov 1. Asst. Reg Nov 22.

Carder, Caleb, Wordsley, Stourbridge, Stafford, Draper. Oct 27. Asst. Reg Nov 23.

Chittenden, John, Tovil, Maidstone, Kent, Innkeeper. Oct 25. Conv. Reg Nov 22.

Dale, Wm Lewis, Davenham, Chester, Bookkeeper. Nov 11. Conv. Reg Nov 22.

Davis, Albert, Albert-rd, Peckham, out of business. Nov 1. Comp. Reg Nov 20.

Evans, Saml, Holywell, Flint, Blacksmith. Nov 11. Comp. Reg Nov 23.

Farthing, Jas, Harwich, Essex, Cabinet Maker. Oct 30. Comp. Reg Nov 24.

Fayle, Hy, East India-rd, Poplar, Outfitter. Nov 21. Comp. Reg Nov 24.

Fearnhead, Wm, Manch, Builder. Oct 25. Conv. Reg Nov 22.

Fletcher, Duncan, Cambridge-ter, Esq. Nov 4. Asst. Reg Nov 23.

Ganes, Thos, Trafalgar-sq, Stepney. Nov 23. Comp. Reg Nov 24.

Griffin, Saml Philip, Barking, Essex, Grocer. Nov 2. Comp. Reg Nov 21.

Goode, Georgina Louisa, Brighton, Widow. Nov 17. Comp. Reg Nov 21.

Gordon, Edwin Herbert, Nottingham, Wharfinger. Oct 26. Conv. Reg Nov 23.

Green, Sarah, Stafford, Jeweller. Nov 13. Comp. Reg Nov 23.

Herschhorn, Maurice, Gresham-st West, Dealer in Artificial Flowers. Nov 15. Comp. Reg Nov 21.

Hewitson, Geo, Birm, Twine Manufacturer. Oct 30. Comp. Reg Nov 22.

Jamison, Robt, Bond-st, Tailor. Oct 30. Conv. Reg Nov 23.

Johnston, Hy Alex, Marden Ash, Essex, Licensed Maltster. Nov 13. Asst. Reg Nov 21.

Jones, Josiah, jun, & Wm Quiggin, Lpool, Shipbuilders. Nov 20. Asst. Reg Nov 21.

Kelvey, Chas Grant, Tranmere, Chester, Watch Maker. Nov 4. Asst. Reg Nov 24.

Kempster, Jas, Wellington, Mercer. Oct 30. Asst. Reg Nov 4.

Magee, Danl, Wilts, Coal Merchant. Nov 1. Asst. Reg Nov 24.

Manning, Frederic, Worcester, Jeweller. Oct 28. Asst. Reg Nov 22.

Menship, Thos, Rollesby, Norfolk, Farmer. Nov 1. Asst. Reg Nov 24.

Marrable, Robt, Builder, Beckenham, Kent. Oct 30. Asst. Reg Nov 21.

Matthews, Danl, Wath upon Dearne, York, Earthenware Manufacturer. Nov 2. Comp. Reg Nov 24.

Mountford, Allen. Worcester, Draper. Oct 27. Asst. Reg Nov 24.

Page, John, Bideford, Devon, Wheelwright. Nov 20. Comp. Reg Nov 24.

Palethorne, Saml, Nottingham, Druggist. Oct 26. Conv. Reg Nov 23.

Perry, Jas, Wolverhampton, Retailer of Ale. Nov 13. Comp. Reg Nov 22.

Ricketts, Aubrey, Lewisham, Kent, Gent. Nov 3. Comp. Reg Nov 21.

Roy, John, Old Kent-rd, Surrey, Bricklayer. Nov 17. Comp. Reg Nov 22.

Salsbury, Saml Laverance, Brexham, Devon, Grocer. Oct 26. Asst. Reg Nov 21.

Sanders, John, Devonport, Devon, Builder. Nov 2. Comp. Reg Nov 21.

Shenatt, Thos, Flour Factor. Nov 21. Comp. Reg Nov 23.

Squire, Hy, Lpool-rd, Islington, Piano Forte Manufacturer. Nov 2. Comp. Reg Nov 13.

Stott, Ely Smith, & Wm Stott, Halifax, York, Manufacturers. Oct 28. Asst. Reg Nov 24.

Swarbuck, Timothy, Blackpool, Lancaster, Boot Maker. Oct 28. Asst. Reg Nov 24.

Taylor, Alf Hy, Cheltenham, Leather Seller. Nov 7. Comp. Reg Nov 22.

Viener, Adolph Moritz, Blackpool, Lancaster, Jeweller. Oct 27. Comp. Reg Nov 22.

Wilson, Jas, Lpool, Ship Chandler. Oct 30. Asst. Reg Nov 23.

TUESDAY, Nov. 28, 1865.

Bailey, Wm, Fleetwood-on-Wyre, Lancaster, Grocer. Nov 16. Asst. Reg Nov 27.

Baker, John, & Reuben Baker, Bampton, Oxford, Grocers. Nov 1. Conv. Reg Nov 25.

Bessell, Hy, Bristol, Licensed Victualler. Nov 9. Conv. Reg Nov 27.

Bird, Thos, Nottingham, Grocer. Nov 2. Comp. Reg Nov 27.

Bradley, Joseph, Birm, Retail Brewer. Nov 2. Comp. Reg Nov 24.

Bromiley, John, Bolton, Lancaster, Waste Dealer. Nov 10. Asst. Reg Nov 24.

Brook, John, Halifax, York, Coal Dealer. Oct 30. Asst. Reg Nov 27.

Burman, Saml, Birm, Metal Dealer. Nov 16. Comp. Reg Nov 25.

Calvert, Joseph, Kilham, York, Draper. Oct 30. Conv. Reg Nov 25.

Carman, John, & Wm South, East-rd, City-rd, Ironmongers. Oct 27. Asst. Reg Nov 24.

Clarredge, John Jas, Speen, Berks, Baker. Oct 31. Asst. Reg Nov 27.

Corfe, Chas, Birm, Hosier. Nov 21. Comp. Reg Nov 27.
Gilchrist, John Greene, West India Dock-rd, Sailmaker. Nov 18. Asst. Reg Nov 27.
Govier, Thos, Broadninch, Devon, Innkeeper. Nov 22. Asst. Reg Nov 27.
Gunnell, John, King's Lynn, Norfolk, Contractor. Nov 15. Asst. Reg Nov 28.
Heathwaite, Jas, Grundy-st, Poplar, Cheesemonger. Oct 31. Asst. Reg Nov 28.
Hedges, John, Barnsbury-rd, Islington, Provision Dealer. Nov 1. Comp. Reg Nov 28.
Hill, Jas, Newcastle-upon-Tyne, Woollen Draper. Oct 31. Asst. Reg Nov 25.
Hitchins, Hy, Prince's-pl, Battersea-rise, Comm Agent. Nov 8. Asst. Reg Nov 27.
Holroyd, Jas, Leeds, York, Comm Agent. Nov 23. Comp. Reg Nov 27.
Hutchinson, Thos, Newcastle-upon-Tyne, Grocer. Oct 31. Conv. Reg Nov 25.
Kaye, Wm, Manch, Refreshment Room Keeper. Oct 30. Asst. Reg Nov 24.
Kean, Edwd Dear, Acacia-rd, St John's Wood, Paper Hanging Manufacturer. Nov 9. Asst. Reg Nov 28.
Klose, Hy, St Stephen's-sq, Bayswater, Teacher of Languages. Nov 16. Comp. Reg Nov 28.
Mackenzie, Thos, Cheadle, Stafford, Gent. Nov 22. Inspectorship. Reg Nov 28.
Macgill, Andrew, Ashburton, Devon, Surgeon. Nov 2. Asst. Reg Nov 27.
Marchbank, Chas Wm, Bradford, York, Photographic Artist. Nov 9. Asst. Reg Nov 27.
Maxwell, Wm Kennedy, Macclesfield, Chester, Schoolmaster. Nov 9. Asst. Reg Nov 27.
Mitchell, Geo, Prince's-st, Hanover-sq, Tailor. Nov 27. Comp. Reg Nov 28.
Morehead, Thos, Wrawby, Lincoln, Grocer. Nov 2. Asst. Reg Nov 28.
Moss, Thos, Sheffield, Draper. Nov 8. Asst. Reg Nov 24.
Newport, Joseph, Edwd, Bath. Nov 14. Comp. Reg Nov 29.
Parker, Wm, John Alderson, & Alfred Woodrow Sansome, Carlisle, Cotton Manufacturers. Nov 1. Asst. Reg Nov 28.
Penny, Jas, Stewart's-lane, Battersea, Soap Maker. Oct 31. Asst. Reg Nov 27.
Robinson, Arthur Edwd, New Kent-road, Builder. Nov 1. Comp. Reg Nov 24.
Slade, Richd, Kingsdown, Wilts, Grocer. Oct 30. Asst. Reg Nov 25.
Stevenson, Wm Francis, High-st, Camden-town, Builder. Nov 14. Comp. Reg Nov 28.
Sutton, Fredk, Brownlow-st, Holborn, Plumber. Oct 31. Comp. Reg Nov 27.
Sutton, Walter Sergent, Sheffield, Licensed Victualler. Nov 9. Comp. Reg Nov 27.
Thornton, Isaac, Birstal, York, Machine Maker. Nov 13. Comp. Reg Nov 27.
Waddington, Thos, Old Ford-rd, Bow, Baker. Nov 16. Comp. Reg Nov 24.
Wilson, Hy, South Shields, Durham, Publican. Oct 30. Asst. Reg Nov 27.

Bankrupts.

FRIDAY, Nov. 24, 1865.

Agate, Robt, Hornsey, Plumber. Pet Nov 18. Dec 6 at 2. Dobie, Guildhall-chambers, Basinghall-st.
Buchanan, Robt, New-rd, Hammersmith, Literary Writer. Pet Nov 21. Dec 5 at 12. Briggs, Chancery-lane.
Hewitt, Eliz Catherine, Eltham, Kent, Schoolmistress. Pet Nov 20. Dec 13 at 11. Harrison & Lewis, Old Jewry.
Caton, Francis, Essex-rd, Islington, Assistant to a Watchmaker. Pet Nov 22. Dec 6 at 12. King, Fenchurch-st.
Crothall, Wm, Prisoner for Debt, Canterbury. Adj Nov 15. Dec 13 at 2.
Davis, Wm, Prisoner for Debt, London. Pet Nov 15 (for pau). Dec 5 at 12. Munday, Strand.
Dubois, Chas, Prisoner for Debt, London. Adj Nov 20. Dec 6 at 12. Aldridge.
Goodwin, Edwin John, Pentonville, Assistant to a Mantle Manufacturer. Pet Nov 28. Dec 5 at 12. Beard, Basinghall-st.
Goldsmith, Geo, Lower Sydenham, Retailer of Beer. Pet Nov 21. Dec 5 at 1. Fesenmeyer, Bedford-row.
Gribble, Geo, The Crescent, Lower Edmonton, Gent. Pet Nov 20. Dec 6 at 11. Goldrick, Strand.
Hackett, John, Portland-villas, Portland-rd, Notting-hill, Assistant to a Brace Manufacturer. Pet Nov 18. Dec 6 at 2. Lewis & Sons, Wilmington-sq.
Julnes, Jas, King's Lynn, Marine Store Dealer. Adj Nov 15. Dec 13 at 2.
Kearton, Thos, Hackney-wick, Victoria-rd, Journeyman Butcher. Pet Nov 22. Dec 5 at 1. Edwards, Bush-lane.
Lidyard, Hy, York-rd, Battersea, Builder. Pet Nov 21. Dec 6 at 11. Hall, Coleman-st.
Marsh, John, Hammersmith, Cowkeeper. Pet Nov 22. Dec 6 at 11. Goldrick, Strand.
Marsh, Thos Joseph Wm, New Kent-rd, Apothecary. Pet Nov 17. Dec 6 at 2. Perrin, New-inn.
Moore, Philip, Homerton, Packing Case Maker. Adj Nov 20. Dec 6 at 12. Aldridge.
Newman, Chas Nichols, Jun, Poplar, Shipwright. Pet Nov 22. Dec 13 at 1. Buchanan, Basinghall-st.
Park, Wm, Euston-rd, out of business. Pet Nov 22. Dec 5 at 1. Webb, Euston-rd.
Paul, Andrew, Mecklenburghs-sq, Surgeon. Pet Nov 21. Dec 5 at 12. Hall, Coleman-st.
Piper, John Edwin, King's Cross, Wine Merchant. Pet Nov 17. Dec 5 at 11. Newstead, Ely-pl, Holborn.
Stallwood, Richd, Chipping Wycombe, Chair Manufacturer. Pet Nov 21. Dec 6 at 12. Spicer, Staple-inn.
Sterne, Saliomia, Cornhill, Merchant. Pet Nov 22. Dec 5 at 1. Abrahams, Gresham-st.
Webster, Frederic Wm, Prisoner for Debt, London. Adj Nov 21 (for pau). Dec 5 at 1. Edwards, Cannon-st.
Wright, Geo Wm, Walworth, Contractor. Pet Nov 16. Dec 6 at 1. Buchanan, Basinghall-st.

To Surrender in the Country.

Allan, Jas, Hatfield, York, Labourer. Pet Nov 17. Thorne, Dec 6 at 2. Woodhead, Doncaster.
Applin, Fredk John. Prisoner for Debt, Bristol. Adj Nov 20 (for pau). Bristol, Dec 8 at 12.
Bamford, John, Halifax, York, out of business. Pet Nov 16. Leeds, Dec 4 at 11. Simpson, Leeds.
Barnes, Geo, Old Basford, Nottingham, Fishmonger. Pet Nov 20. Nottingham, Dec 27 at 11. Beck, Nottingham.
Bowcott, John, Dowlais, Glamorgan, Publican. Pet Nov 21. Merthyr Tydfil, Dec 5 at 11. Plews, Merthyr Tydfil.
Bradfield, John, Holbeach, Lincoln, Gent. Pet Nov 21. Birm, Dec 5 at 11. Maples, Nottingham.
Briggs, Abraham Naylor, Jonas Sunderland, Joshua Barraclough, sen, & John Peacock, Bradford, York, Worsted Spinners. Pet Nov 21. Leeds, Dec 4 at 11. Bond & Barwick, Leeds.
Brooker, Geo, Newbury, Berks, Plumber. Pet Nov 14. Newbury, Dec 5 at 11. Talbot, Newbury.
Bulmer, Geo, Kingston-upon-Hull, Ale Merchant. Pet Nov 23. Leeds, Dec 13 at 12. Jackson & Son, Hull
Complin, Herbert, Shirley, Southampton, Draper. Pet Nov 20. Southampton, Dec 13 at 12. Mackey, Southampton.
Daniel, Edwin, Halifax, York, Beerseller. Pet Nov 20. Leeds, Dec 4 at 11. Bond & Barwick, Leeds.
Dixon, Edwd, Barrow-in-Furness, Lancashire, Carter. Pet Nov 17. Ulverston, Nov 27 at 10. Jackson, Ulverston.
Dodd, Wm Lietch, Prisoner for Debt, Morpeth. Adj Jan 16. Morpeth, Dec 7 at 10. Lietch & Kewney, North Shields.
Doyle, Patrick, Prisoner for Debt, Lpool. Adj Nov 17. Lpool, Dec 7 at 11.
Dryden, Benj, Blyth, Northumberland, Ship Broker. Pet Nov 15. Newcastle-upon-Tyne, Dec 5 at 12. Hoyle & Shipley, Newcastle-upon-Tyne.
Dunn, Geo, Prisoner for Debt, Taunton. Adj Nov 15. Taunton, Dec 8 at 11.
Fisher, Saml, Burslem, Stafford, Furnace Builder. Pet Nov 20. Oldbury, Dec 2 at 10. Shakespeare, Oldbury.
Gilbert, John Woodward, Shrewsbury, Salop, Chemist. Pet Nov 22. Birm, Dec 6 at 12. James & Griffin, Birm.
Green, Thos, Lichfield, Stafford, Blacksmith. Pet Nov 18. Lichfield, Dec 1 at 10. Wilson, Lichfield.
Grigg, John, Newcastle-upon-Tyne, Comm Agent. Pet Nov 15. Newcastle-upon-Tyne, Dec 5 at 12. Keenlyside & Forster, Newcastle-upon-Tyne.
Hagley, Jas, York, Hosier. Pet Nov 20. York, Dec 7 at 11. Grayston, jun, York.
Hardwick, Edwd, North Curry, Somerset, Butcher. Pet Nov 21. Taunten, Dec 4 at 12. Trenchard, Taunton.
Harrison, Geo Edmund, Brighton, Sussex, Beershop Keeper. Pet Nov 20. Brighton, Dec 6 at 11. Mills, Brighton.
Harrison, John Jas, Holbeach, Lincoln, Professor of Music. Pet Nov 17. Lincoln, Dec 11 at 10. Brown, Lincoln.
Jones, Geo, Birm, Milkseller. Pet Nov 14. Birm, Dec 11 at 10. Allen, Birm.
King, John, Prisoner for Debt, Taunton. Adj Nov 15. Bath, Dec 8 at 11.
King, David, Manch, Grocer. Pet Nov 21. Manch, Dec 7 at 12. Sutton & Elliott, Manch.
Lloyd, Thos, Prisoner for Debt, Lpool. Adj Nov 17. Lpool, Dec 7 at 11.
McClean, Hy, Bristol, Gentleman's Servant. Pet Nov 18. Bristol, Dec 8 at 12. Sherrard.
Michell, Robt Hy, Truro, Cornwall, Hatter. Pet Nov 20. Exeter, Dec 4 at 12. Cock, Truro.
Munton, Fredk, Manch, Miller. Pet Nov 11. Manch, Dec 13 at 11. Grundy, Manch.
Neville, Richd, Prisoner for Debt, Lancaster. Adj Nov 15. Lpool, Dec 7 at 11.
Niblett, Dani, Barton St Mary, Gloucester, Comm Agent. Pet Nov 21. Gloucester, Dec 11 at 12. Taynton, Gloucester.
Ogden, Richd, Prisoner for Debt, Lancaster. Adj Nov 15. Manch, Dec 7 at 11.
Pitt, Francis, Worcester, out of business. Pet Nov 21. Worcester, Dec 11 at 11. Wilson, Worcester.
Ramsden, John Jas, Nottingham, Joiner. Pet Nov 20. Nottingham, Dec 27 at 11. Lees, Nottingham.
Richards, Philip, Cardiff, Glamorgan, Innkeeper. Pet Nov 21. Bristol, Dec 6 at 11. Ensor, Cardiff.
Robinson, John, Prisoner for Debt, Lancaster. Adj Oct 18. Leeds, Dec 4 at 11. Young, Leeds.
Sellers, Hy, Blackburn, Lancaster, Cotton Manufacturer. Pet Nov 21. Manch, Dec 7 at 12. Atkinson & Co, Manch.
Smart, Jas, Gloucester, Baker. Pet Nov 21. Gloucester, Dec 11 at 12. Cooke, Gloucester.
Smith, Wm, Prisoner for Debt, Walton. Adj Sept 15. Lpool, Dec 7 at 11.
Staincliffe, Wm, Prisoner for Debt, Lancaster. Adj Nov 15. Leeds, Dec 4 at 11.
Sykes, Walter Geo, Prisoner for Debt, Manch. Pet Nov 14 (for pau). Manch, Dec 18 at 9.30. Gardner, Manch.
Tebbutt, Geo, Bordesley, Warwick, out of business. Pet Nov 20. Tamworth, Dec 5 at 10.30. Wood, Birm.
Thomas, Howell, Roath, Glamorgan, Collector of Rents. Pet Nov 20. Bristol, Dec 6 at 11. Hill, Bristol.
Townend, Wm, York, out of business. Pet Nov 22. Leeds, Dec 4 at 11. Bond & Barwick, Leeds.
Treeton, Benj, Tewksbury, Gloucester, Innkeeper. Pet Nov 20. Tewkesbury, Dec 6 at 11. Teignton, Gloucester.
Utting, Joseph Augustus, Kegworth, Leicester, Grocer. Pet Nov 21. Nottingham, Dec 5 at 11. Giles, Loughborough.
Williams, Harriet, Widow, Prisoner for Debt, Gloucester. Adj Nov 13. Bristol, Dec 8 at 12.
Wolters, Wm, Birm, out of business. Pet Nov 22. Birm, Dec 11 at 10. East, Birm.
Zombal, Ezekiel, Kingston-upon-Hull, Jeweller. Pet Nov 22. Leeds, Dec 13 at 12. Reed & Abbey, Hull.

TUESDAY, Nov. 28, 1865.

To Surrender in London.

Aime, Antoine, Prisoner for Debt, London. Pet Nov 22 (for pau). Dec 11 at 12. Parkes, Beaufort-buildings, Strand.
Baker, Jas Wood, Prisoner for Debt, London. Adj Nov 22. Dec 11 at 12. Aldridge.
Barker, Isaac, Tapp-st, Mile-end, out of business. Pet Nov 22. Dec 13 at 12. Hicks, Moorgate-st.
Braham, Saml, Fish Salesman, Billingsgate Market. Pet Nov 22. Dec 12 at 1. Marshall, Lincoln's-inn-fields.
Broome, Alfred, Prisoner for Debt, London. Adj Nov 20. Dec 12 at 1.
Chopping, Stephen, Brandon, Essex, Miller. Pet Nov 1. Dec 12 at 1. Rughley & Co, Ironmonger-lane.
Clark, Wm, Fort-rd, St James-rd, Bermondsey. Pet Nov 23. Dec 11 at 12.
Cousins, Geo, Rosedale-ter, West Dulwich, Builder. Pet Nov 24. Dec 13 at 11. Bastard, Philpot-lane.
Crowley, John, Prisoner for Debt, London. Adj Nov 20. Dec 20 at 2.
Drayson, John, Prisoner for Debt, Maidstone. Adj Nov 20. Dec 20 at 11.
Finch, Jas, Prisoner for Debt, London. Adj Nov 20. Dec 12 at 1.
Gordon, Alex, Prisoner for Debt, London. Adj Nov 20. Dec 20 at 2.
Hanks, Wm, Acton-st, Kingsland-rd, Lard Maker. Pet Nov 25. Dec 11 at 1. Marshall, Lincoln's-inn-fields.
Harris, John Reeve, Prisoner for Debt, London. Pet Nov 24 (for pau). Dec 20 at 1. Hall, Coleman-st.
Henton, Edmund, Mortimer-rd, Kingsland, Warehouseman's Assistant. Pet Nov 24. Dec 12 at 11. Cattlin, Ely-pl, Holborn.
Hope, Richd John, Black Bull Hotel, Holborn, Schoolmaster. Pet Nov 24. Dec 12 at 12. Lewis & Lewis, Ely-pl, Holborn.
Hunt, Chas, Caversham-rd, Kentish-town, out of business. Pet Nov 22. Dec 13 at 2. Parsons, Duke-st, Adelphi.
Jennings, Alfred, Canterbury, Kent, Butcher. Pet Nov 23. Dec 12 at 11. Ricketts, Frederick-st, Gray's-inn-rd.
Jennings, Robt, Prisoner for Debt, London. Adj Nov 20. Dec 12 at 2.
Johnson, Alfred Benjamin, Vere st, Clare Market, Licensed Victualler. Pet Nov 22. Dec 13 at 1. Maddocks, Serjeant's-inn.
Johnson, Chas, Walthamstow, Essex, Commercial Traveller. Pet Nov 24. Dec 11 at 1. Lund, Castle-st, Holborn.
Jung, Rudolph, New Broad-st, Merchant. Pet Nov 22. Dec 13 at 1. West & King, Charlotte-row, Mansion House.
Marks, Sarah, Old Kent-rd, Draper. Pet Nov 21. Dec 13 at 12. Hall, Coleman-st.
Marrable, Robt, Prisoner for Debt, Maidstone. Adj Nov 20. Dec 12 at 11.
Marshall, Jas, Vauxhall-walk, Lambeth, out of business. Pet Nov 23. Dec 13 at 2. Newman, Bucklersbury.
Moor, Wm Hy, Canning Town, West Ham, Grocer. Pet Nov 21. Dec 13 at 11. Cartwright, Plaistow, Essex.
Osborn, John, Prisoner for Debt, London. Adj Nov 20. Dec 20 at 2.
Osment, Joseph Jas, Prisoner for Debt, London. Adj Nov 15. Dec 20 at 1.
Pilton, Richd, Moscow-rd, Bayswater, Dyer. Pet Nov 22. Dec 13 at 1. Drake, Basinghall-st.
Quested, Edwd, St Lawrence, Kent, Baker. Pet Nov 25. Dec 20 at 1. Begbie, Essex-st, Strand.
Richardson, Geo, Prisoner for Debt, London. Adj Nov 20. Dec 20 at 2.
Sewell, Jas, Prisoner for Debt, London. Adj Nov 20. Dec 12 at 12.
Solomon, Lewis, Wellclose-sq. Pet Nov 2. Dec 13 at 11. Westall, Gray's-inn-sq.
Toll, Chas, Hendon, Middx, Carpenter. Pet Nov 24. Dec 20 at 12. Lewis & Lewis, Ely-pl.
Walker, Chas, Phillimore-gardens, Kensington, Contractor. Pet Nov 24. Dec 11 at 1. Laurance & Co, Old Jewry-chambers.
Walker, Thos Andrew, Phillimore-gardens, Kensington, Contractor. Pet Nov 24. Dec 11 at 1. Laurance & Co, Old Jewry-chambers.
Waller, Richd, Hatton-garden, Wholesale Jeweller. Pet Nov 16. Dec 12 at 1. Buchanan, Basinghall-st.
Warne, Jas, jun, Sandown, Isle of Wight, Innkeeper. Pet Nov 24. Dec 20 at 12. Hearn & Fardell, Ryde.
Welhelms, Krozniski, Poultry, Tailor. Pet Oct 30. Dec 12 at 12. Laurance & Co, Old Jewry chambers.
Wilkinson, Hy, Commodore-ter, Stepney, Traveller. Pet Nov 23. Dec 20 at 11. Forbes, Bedford-row.

To Surrender in the Country.

Askew, John, Ashover, Derby, Mason. Pet Nov 14. Alfreton, Dec 8 at 1. Neale, Matlock.
Baker, Edmd, Longton, Stafford, Potter. Pet Nov 24. Stoke-upon-Trent, Dec 9 at 11. Tennant, Hanley.
Banister, Thos, New Accrington, Lancaster, Currier. Pet Nov 21. Haslingden, Dec 26 at 12. Barlow, Accrington.
Barford, Chas, Luton, Bedford, Straw Hat and Bonnet Manufacturer. Pet Nov 24. Luton, Dec 9 at 10. Bailey, Luton.
Brindley, Eliz, Llandudno, Carnarvon, Widow. Pet Nov 6. Carnarvon, Dec 9 at 12. Jones, Conway.
Cave, John, Husbands Bosworth, Leicester, Publican. Pet Nov 25. Market Harborough, Dec 19 at 10. Rawlins, Market Harborough.
Bunn, Hy, Lincoln, Cordwainer. Pet Nov 24. Lincoln, Dec 15 at 11. Brown & Son, Lincoln.
Corrigan, Geo, Prisoner for Debt, Manch. Pet Nov 18 (for pau). Manch, Dec 18 at 9.30. Law, Manch.
Cox, Thos, jun, Gloucester, Journeyman, Plumber. Pet Nov 25. Gloucester, Dec 11 at 11.30. Wilkes, Gloucester.
Curry, David, Newcastle-upon-Tyne, Joiner. Pet Nov 15. Newcastle, Dec 9 at 10. Forster, Newcastle-upon-Tyne.
Dobson, Jas, Warrington, Lancaster, Grocer. Pet Nov 23. Warrington, Dec 14 at 12. Shepherd & Moore, Warrington.
Dunn, Joseph, Birm, Umbrella Maker. Pet Nov 11. Birm, Dec 11 at 10. Parry, Birm.
Dymonds, Wm, Devonport, Devon, Licensed Victualler. Pet Nov 25. East Stonehouse, Dec 13 at 11. Robins, Plymouth.
Frost, Jas, Northampton, Shoemaker. Pet Nov 23. Northampton, Dec 10 at 10. Sheild & White, Northampton.
Gaylard, Wm Kent, Yeovil, Somerset, Beerhouse Keeper. Pet Nov 24. Yeovil, Dec 13 at 12. Watts, Yeovil.
George, Thos Wm, Aston-juxta-Birm, Comm Agent. Pet Nov 27. Birm, Dec 11 at 12. Reece & Harris, Birm.
Gilbert, John, Falmouth, Cornwall, Earthenware Dealer. Pet Nov 27. Exeter, Dec 8 at 12. Jenkins, Cornwall.
Hammet, N. R., Street, Somerset, Beerhouse Keeper. Pet Nov 25. Wells, Dec 12 at 10.30. Bullied.
Hannam, Jas, Yeovil, Somerset, Butcher's Assistant. Pet Nov 24. Yeovil, Dec 13 at 12. Watts, Yeovil.
Howell, Richd Thos, Llanelly, Carmarthen, Corn Merchant. Pet Nov 15. Bristol, Dec 11 at 11. Thomas, Carmarthen.
Ingleson, Chas, Prisoner for Debt, Manch. Pet Nov 18. Manch, Dec 18 at 9.30. Gardner, Manch.
Insley, Joseph, Cauldwell, Derby, no business. Pet Nov 25. Birm, Dec 12 at 11. Wright, Birm.
Knott, John, Prisoner for Debt, Morpeth. Adj Sept 12. North Shields. Dec 14 at 12.
Loe, Hy, Prisoner for Debt, Winchester. Adj Nov 15. Newport, Dec 9 at 12. Urry, Ventnor.
Makemson, Thos, Cockermouth, Cumberland, Shoemaker. Pet Nov 23. Cockermouth, Dec 11 at 3. Ramsay, Cockermouth.
Mather, Hy Clerke, Manch, Pawnbroker. Pet Nov 25. Manch, Dec 14 at 11. Eltoft, Manch.
Mills, Robt, & John Mills, Jarrow, Durham, Drapers. Pet Nov 15. Newcastle-upon-Tyne, Dec 12 at 12. Hoyle & Shipley, Newcastle-on-Tyne.
Moody, Jas, Luton, Bedford, Whitesmith. Pet Nov 24. Luton, Dec 9 at 10. Simpson, St Alban's.
Moore, Wm, Prisoner for Debt, Monmouth. Pet Nov 7. Monmouth, Dec 12 at 12. Graham, Newport.
Nicholas, Thos, Splotland, Glamorgan, Grocer. Pet Nov 10. Bristol, Dec 8 at 11. Price, Bristol.
Owen, John, Bodwrog, Anglesey, Farmer. Pet Nov 23. Llangefni, Dec 14 at 11. Williams, Beaumaris.
Peel, Walker, Burnley, Lancaster, Blacksmith. Pet Nov 23. Burnley, Dec 18 at 3. Hartley, Burnley.
Price, Mary Ann, Lpool, Boarding-house Keeper. Pet Nov 23. Lpool, Dec 11 at 11. Cobb, Lpool.
Reynolds, Stephen Geo, Basingstoke, Southampton, Draper. Pet Nov 23. Basingstoke, Dec 9 at 12. Chandler, Basingstoke.
Royce, Wm, Greetham, Rutland, Blacksmith. Pet Nov 25. Oakham, Dec 14 at 3. Law, Stamford.
Sheridan, Danl, Burnley, Lancaster, Iron Broker. Pet Nov 23. Burnley, Dec 18 at 3. Nowell, Burnley.
Smith, Chas Thos, Hastings, Sussex, Lodging-house Keeper. Pet Nov 24. Hastings, Dec 16 at 11. Shorter, Hastings.
Summers, Wm, Birm, Pork Butcher. Pet Nov 10. Birm, Dec 11 at 10. Parry, Birm.
Walker, Wm, Prisoner for Debt, Manch. Adj Nov 14. Manch, Dec 18 at 9.30. Law, Manch.
Wainwright, John, Aston-juxta-Birm, Bricklayer. Pet Nov 24. Birm, Dec 11 at 10. Parry, Birm.
Woodroffe, Solomon Wm, Castock, Nottingham, Farmer. Pet Nov 24. Birm, Dec 12 at 11. Cowley & Everall, Nottingham.
Worlidge, Hy, Prisoner for Debt, Manch. Pet Nov 18 (for pau). Manch, Dec 18 at 9.30. Bent, Manch.
Yates, Thos, Kempsey, Worcester, Miller. Pet Nov 25. Worcester Dec 14 at 11. Devereux, Worcester.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 24, 1865.

Knight, Hy, Slough, Bucks, Baker. Nov 17.
Marriott, Wm Edwd Neeve, Swaffham, Norfolk, Tailor. Nov 23.
Baynton, Geo, Northumberland-park, Tottenham, out of business. Nov 20.
Williamson, John Moyns, Killamarsh, Derby, Farmer. Nov 22.

TUESDAY, Nov. 28, 1865.

Villiers, Edmund, Frith-st, Soho, Wholesale Jeweller. Nov 27.
Langfield; Edwd, Marsden, Huddersfield, General Dealer. Nov 20.

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